

भारत का राजपत्र

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सं. 44] नई दिल्ली, अक्टूबर 29—नवम्बर 4, 2006, शनिवार/कार्तिक 7—कार्तिक 13, 1928
No. 44] NEW DELHI, OCTOBER 29—NOVEMBER 4, 2006, SATURDAY/KARTIKA 7—KARTIKA 13, 1928

इस भाग में विभिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृष्ठक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

परमाणु ऊर्जा विभाग

मुंबई, 12 अक्टूबर, 2006

का.आ. 4226.—परमाणु ऊर्जा अधिनियम, 1962 की धाय 27 के साथ पठित परमाणु ऊर्जा (विकिरण संरक्षण) नियमावली, 2004 के नियम 2 के उप-नियम 1 के खंड (छ) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए और इस विभाग की दिनांक 17 जनवरी, 1992 की अधिसूचना सं. 18/1(5)/91-ईआर (भारत सरकार के राजपत्र में दिनांक 7 मार्च, 1992 को प्रकाशित सं. आ. सं. 714) के अधिक्रमण में, केन्द्र सरकार, उक्त नियमों द्वारा सक्षम प्राधिकारी को प्रदत्त शक्तियों का उपयोग करने के लिए, एतद्वारा परमाणु ऊर्जा नियामक परिषद के अध्यक्ष को, “सक्षम प्राधिकारी” के रूप में नियुक्त करती है।

[सं. 30/1/2002-ईआर/वाल्यू II/2875]

के. पद्मानाभन, अवर सचिव

DEPARTMENT OF ATOMIC ENERGY

Mumbai, the 12th October, 2006

S.O. 4226.—In exercise of the powers conferred by Section 27 of the Atomic Energy Act, 1962 read with clause (g) of sub-rule 1 of rule 2 of the Atomic Energy (Radiation Protection) Rules, 2004, and in supersession of this Department Notification No. 18/1(5)/91-ER dated 17th January 1992 (S. O. No. 714 published in the Gazette of India dated March 7, 1992), the Central Government hereby appoints the Chairman, Atomic Energy Regulatory Board as the “Competent Authority” to exercise the powers conferred on the Competent Authority by the said Rules.

[No. 30/1/2002-ER/Vol. II/2875]

K. PADMANABHAN, Under Secy.

नागर विमानन मंत्रालय

(एएआई अनुभाग)

नई दिल्ली, 23 अक्टूबर, 2006

का.आ. 4227.—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 का 55) की धारा 3 में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा भारतीय विमानपत्तन प्राधिकरण, उत्तरी क्षेत्र, क्षेत्रीय कार्यकारी निदेशक, श्री वी.पी. अग्रवाल को पद का कार्यभार संभालने की तरीख (1-11-2006 को अथवा इसके बाद) से पांच वर्षों की अवधि के लिए अथवा उनके अधिवर्षिता की आयु प्राप्त करने तक अथवा अगले आदेशों तक जो भी पहले हो, 25750-650-30950 रु. के बेतनमान में, भारतीय विमानपत्तन प्राधिकरण में सदस्य (योजना) के पद पर नियुक्त करती है।

[सं. एवी. 24011/3/2006-एएआई]

एस. के. आर्य, अवर सचिव

MINISTRY OF CIVIL AVIATION

(AAI Section)

New Delhi, the 23rd October, 2006

S.O. 4227.—In exercise of the powers conferred by Section 3 of the Airports Authority of India Act, 1994 (No. 55 of 1994) the Central Government hereby appoints Shri V.P. Agarwal, Regional Executive Director, Northern Region, Airports Authority of India, to the post of Member (Planning), Airports Authority of India in the pay scale of Rs. 25750-650-30950 for a period of five years with effect from the date of assumption of the charge of the post (on or after 1-11-2006) or till the date of his superannuation or until further orders, whichever is the earliest.

[No. AV. 24011/3/2006-AAI]

SARWSH KUMAR ARYA, Under Secy..

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 27 अक्टूबर, 2006

का.आ. 4228.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में मानव संसाधन विकास मंत्रालय (उच्चतर शिक्षा विभाग) के अन्तर्गत काशी हिन्दू विश्वविद्यालय, वाराणसी-221005 को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 11011-7/2005-ए.भा.ए.]

डॉ. पी. बन्दूनी, निदेशक (ए.भा.)

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Secondary and Higher Education)

New Delhi, the 27th October, 2006

S.O. 4228.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies Kashi Hindu Vishwavidyalaya, Varanasi-221005 under the Ministry of Human Resource Development, (Dept. of Higher Education) whose more than 80% members of the staff have acquired working knowledge of Hindi.

[No. 11011-7/2005-O.L.U.]

D. P. BANDOONI, Director (O.L.)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विषय)

भारतीय मानक ब्यूरो

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4229.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं:—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नए भारतीय मानक द्वाय अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15622 : 2006 'प्रेस्ड सिरेमिक टाइलें'-विशिष्टि	आई एस 13753 : 1993 आई एस 13754 : 1993 आई एस 13755 : 1993 और आई एस 13756 : 1993	31 जुलाई, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' व प्रभुख (सिविल इंजीनियरी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 16th October, 2006

S.O. 4229.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15622 : 2006 'Pressed Ceramic Tiles'— Specification	IS 13753 : 1993, IS 13754 : 1993, IS 13755 : 1993 and IS 13756 : 1993	31 July, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 25 अक्टूबर, 2006

का.आ. 4230.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं:—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नए भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 13630 (भाग 1 से 15) : 2006 'सिरैमिक टाइलें-परीक्षण पद्धतियां, नमूने लेने तथा स्वीकार्यता का आधार (पहला पुनरीक्षण)'	आई एस 13630 (भाग 1) : 1993 आई एस 13630 (भाग 2 से 5) : 1992 आई एस 13630 (भाग 6 से 13) : 1993 आई एस 13711 : 1993	31 अगस्त, 2006
2.	आई एस 13712 : 2006 'सिरैमिक टाइलें- परिभाषा, वर्गीकरण, लक्षण तथा सूचनांकन (पहला पुनरीक्षण)'	आई एस 13712 : 1993	31 अगस्त, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक अंगूठे, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों:
नई दिल्ली, कोलकाता, अण्डीगढ़, चेन्नई, मुम्बई तथा श्रमिक कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी,
हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सीईडी/राजपत्र]

ए. क्र. सैनी, वैज्ञानिक 'एफ' व प्रमुख (सिविल इंजीनियरी)

New Delhi, the 26th October, 2006

S.O. 4230.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 13630 : 2006 (Parts 1 to 15) : 2006 'Ceramic Tiles—Methods of Test, Sampling and Basis for acceptance (First Revision)'	IS 13630 (Part 1) : 1993 IS 13630 (Part 2 to 5) : 1992 IS 13630 (Part 6 to 13) : 1993 IS 13711 : 1993	31 August, 2006
2.	IS 13712 : 2006 'Ceramic Tiles— Definitions, Classifications, Characteristic and Marking (First Revision)'	IS 13712 : 2006	31 August, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 25 अक्टूबर, 2006

का.आ. 4231.—भारतीय मानक अंगूठे (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक अंगूठे एवं द्वारा अधिसूचित करता है कि जिनके विवरण नीचे की अनुसूची में दिए गए हैं को लाइसेंस प्रदान किए गए हैं :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	वैधता तिथि	पार्टी का नाम एवं पता (कारखाना)	उत्पाद	आई एस सं./भाग/खण्ड वर्ष
1.	7638286	31.7.2007	एम्पायर इलेक्ट्रिकल इंडस्ट्रीज, 101, 102, 104, 26 हेमा इंडस्ट्रियल इस्टेट सर्वोदय नगर, जोगेश्वरी (पूर्व), मुंबई-400060।	तीन-फेजीय प्रेरण मोटर	आ.मा. 325 : 1996

[सं. सीएमडी-1/13 : 11]

एस. के. चौधरी, उपमहानिदेशक (प्रमाणन)

New Delhi, the 25th October, 2006

S.O. 4231.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Validity Date	Name and Address (Factory) of the Party	Product	IS No./Part/Sec. Year
1.	7638286	31-7-2007	Empire Electrical Industries, 101, 102, 104, 26, Hema Indl. Estate, Sarvodaya Nagar, Jogeshwari (E), Mumbai-400060.	Three-phase induction motors	IS 325 : 1996

[Ref: CMD-1/13 : 11]

S. K. CHAUDHURI, Dy. Director General (Marks)

नई दिल्ली, 26 अक्टूबर, 2006

का.आ. 4232.—भारतीय मानक व्यूरो (प्रमाणन विनियम), 1988 के उप-नियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं जो स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की लाइसेंस धारी का नाम व तिथि वर्ष/माह पता	भारतीय मानक का शीर्षक	आ. मा. संख्या	फाईल सं.	
1	2	3	4	5	6	7
1.	6563276	20060404 श्री बालाजी इंडस्ट्रीज डोर नं. 283, पेरीचेरला मेडीकोन्डुरु गुंटूर-522009	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04		2851
2.	16563882	20060405 चंदना ब्रदर्स टेकस्टल, डोर नं. 17/105 एन 106, ट्रैक रोल, नेस्लोर-542001	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99		2852
3.	6563781	20060405 चंदना ब्रदर्स टेकस्टल एवं ज्वेलर्स (प्रा.) लिमिटेड डोर नं. 6-3-902/ए पी नं. 9, राजभवन रोड, सोमाजीगुडा, हैदराबाद	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99		2853
4.	6563983	20060405 फोरचून बायो टेक लिमिटेड सरखे नं. 803/804, राईगिरी भोंगरी (एम) नलगुडा	अजारिरेक्टन युक्त नीम आधारित पायसनीय सान्द्र-विशिष्टि	14300 : 95		2854

1	2	3	4	5	6	7
5.	6565381	20060413	मालाबार रोयल डिस्ट्रिंस (हैदराबाद) प्रा., लिमिटेड डोर नं. 6-3-1111/23 टीएफ बाबूखान अनेकस सोमाजीगुडा हैदराबाद	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01417 : 99	2855
6.	6565987	20060420	जयाश्री इंडस्ट्रीज निजामसगर रोड एल्लारेडी (एम) निजामाबाद	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	2856
7.	6566989	20060424	आईकंन केपासिटर इंडस्ट्रीज, प्लॉट नं. बी-6, फेस 1, आई डी जीडिमेटला हैदराबाद-500055	ए सी विद्युत तंत्रों के लिए स्वतः: ठीक होने वाले 650 वोल्ट की रेटिंग वोल्टता के संत संधारित्र	13340 : 90	2857
8.	6566686	20060424	कमाक्षरी सिमेंट (प्रा) लिमिटेड चउटपाली (बी) मटामपाली (एम) नलागोंडा	43 ग्रेड साधारण पोर्टलैंड सीमेंट	08112 : 89	2858
9.	6566787	20060424	बोम्बे ज्वेलर्स, दुकान नं.-13, ए एम सी कन्पलेकम गवरनोरपेट विजयावाडा कृष्णा	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	2859
10.	6566888	20060424	मुकेश ज्वेलर्स 13/59, मनडापाला स्ट्रीट नैल्लोरू	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01417 : 99	2860
11.	6568286	20060427	देवकी ज्वेलर्स एण्ड जेम्स 21-2-445/12, गोकुलदास कम्प्लेक्स, मिट्टी का शेर, चारकामान, हैदराबाद-500 002	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01417 : 99	2861
12.	6568084	20060426	इंडो सीमेंट ईएल्स प्रॉडक्स, सरवे नं. 17, मेदीपल्ली प्रॉडक्ट्स घटकेसर, रंगारेडी	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01417 : 99	2862
13.	6568791	20060427	बिन्जू मेटल्स एंड ऐलोयस इंडस्ट्रीज (प्र.) लिमिटेड सरवे नं. 114-ए, तीगापूर (बि.), कोतूर, शादनगर (एम), महाबूबनगर	हाई स्ट्रेच डीफोर्मेंट स्टील बार्स एण्ड वायर्स फोर कांनक्रीट रीइन्फोर्समेंट	01786 : 85	2863
14.	6568690	20060427	बिन्जू मेटल्स एंड ऐलोयस इंडस्ट्रीज (प्र.) लिमिटेड सरवे नं. 114-ए, तीगापूर (बि.), कोतूर, शादनगर (एम), महाबूबनगर	पुनर्वैल्लन के लिए कार्बन इस्पात ढलवां बिलेट इंगट, बिलेट, ब्लूम और स्लेब	14650 : 99	2864
15.	6569389	20060501	हैदराबाद केमिकल्स प्रॉडक्ट्स लिमिटेड, 60 एवं 61, आई डी ए पश्यामायहाराम येदक		02358 : 84	2865

1	2	3	4	5	6	7
16.	6569591	20060503	सत्यम विरेजस भानपूर भटकेसर रंगारेडी	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	2866
17.	6569995	20060505	आदर्श इंडस्ट्रीज फ्लैट नं. 20, फेस III, आईडीए, जीडिमेट्टा हैदराबाद-500 055		00374 : 79	2867
18.	6571376	20060511	अईकम इंडस्ट्रीज 70, नागराम (V) किसरा रोड हैदराबाद-500 062	बंधन सामग्री-चूड़ीदार इस्पात बंधन सामग्री घटकोणीय इर्ष वाले सम्प्रेषण टावर काबले	12427 : 01	2868
19.	6571275	20060512	कैसल एक्या प्लांट प्लॉट नं. 768, रोड नं. 44 जुबली हिल्स हैदराबाद-500 033	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	2869
20.	6571578	20060512	लक्ष्मी प्रिया इंडस्ट्रीज सरवे नं. 445/1, एन एच 16 नीजामाबाद रोड आरमोर-503224 नीजामाबाद	पेकेजबंद पेय जल (पेकेजबंद सप्राकृतिक मिनरल जल के अलावा)	14543 : 04	2870
21.	6571881	20060512	श्री नाथ ज्वेलर्स 115-8-584, आविड रोड, हैदराबाद-500 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	2871
22.	6572176	20060515	श्री भवानी ज्वेलर्स भवानी एस्टेट, हुन्मान मंदिर के पास मलकपेट, हैदराबाद	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	2872
23.	6572075	20060515	श्री भवानी ज्वेलर्स शाप नं. 3, पावनी एस्टेट, टी टी डी कल्यान मंडपम के पास हिमायतनगर, हैदराबाद-29	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	2873
24.	6572378	20060517	इंदिरा प्लाईवुड प्राईवेट लिमिटेड, सर्वे नं. 15/1, 2सी 3सी, केतानाकोंडा इंडियमपट्टनम-521 456 क्रिपना	सामान्य परियोजनों के लिये प्लाईवुड-विशिष्ट	303 : 89	2874
25.	6572782	20060522	एस बी एक्या इंडस्ट्रीज 1-99, मुल्लापूडि क्रास, पाडिपेटा तिरुपति रोड पाडिपेटा, विनुरु डिस्ट्रिक्ट, आन्ध्रा प्रदेश	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	2875
26.	6574483	20060530	श्री संपत ज्वेलर्स 7-1-59/1 एम मेरिट प्लाजा शाप नं 2 डी के रोड, अमीरपेट जंक्शन हैदराबाद-16	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	2876

1	2	3	4	5	6	7
27.	6574584	20060530	बी आर सारी निकेतन सिल्क अंड ज्वेल्स 16-11-515/1 जी एक विजेता नवरतन ट्रेड सेन्टर, दिल्लीकुन्नगर हैदराबाद-500036	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	2877
28.	6575182	20060601	अमृता वाटर वर्क्स सर्वे नं. 31/1 लैलानगर, उंडावल्लि, गुंटूर डिस्ट्रिक्ट आन्ध्रा प्रदेश	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक भिनरल जल के अलावा)	14543 : 04	2878
29.	6575283	20060602	कोटारी ज्वेलर्स 7-1-547, ग्राउन्ड प्लॉर अमीरपेट, हैदराबाद-16	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	2879
30.	6575384	20060602	रेशमा सिवा राज प्राडक्ट्स आर एस नं. : 12/1/ए, गंगादरापुरम विलेज बोम्मुलूरु पंचायत, गुडिवाडा, कृष्णा, आन्ध्रा प्रदेश	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक भिनरल जल के अलावा)	14543 : 04	2880
31.	6576487	20060606	नंदी ज्वेलर्स, शाप नं. 9 साईदुर्गा कामप्लेक्स आपोसिट एच एम टी नगर नाचारम हैदराबाद आर आर डिस्ट्रिक्ट	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	2881
32.	6576689	20060607	सिटी सिंग्रेस (प्रा.) लिमिटेड प्लाट नं. 18, ब्लाक नं. 42 ऐ पी आई आई सी, आटोनगर हैदराबाद-500 070	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक भिनरल जल के अलावा)	14543 : 04	2882
33.	6577085	20060608	नैना पावर (प्रा.) लि. 12-6-19/3/3, II मर्जिल बीपीसी एल, पेट्रोल पम्प के पांछे, हुडा ट्रक पार्क के सामने, कुकटपल्ली, हैदराबाद-72	ए सी स्थैतिक गंदा मीटर वर्ग 1 और 2 विशिष्टि	13779 : 99	2883
34.	6577893	20060609	प्रतिभ इंडस्ट्रीज एच नं. 1/1358, एच बी एस कॉलोनी येम्मिगनर, करनूल डिस्ट्रिक्ट	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक भिनरल जल के अलावा)	14543 : 04	2884
35.	6578087	20060612	एक्वा शीना प्राडक्ट्स गडि पोस्ट, कलिकिरि मंडल चिन्नूर-517 237	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक भिनरल जल के अलावा)	14543 : 04	2885
36.	6579291	20060616	विजयदुर्गा एन्टरप्राइसेस आर एस नं. 8/1 यनमलकूदूरु विलेज पनमलूरु मंडल किल्ला डिस्ट्रिक्ट	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक भिनरल जल के अलावा)	14543 : 04	2886

1	2	3	4	5	6	7
37.	6579998	20060620	अस्फा एन ओमेगा बेवरेजस (प्रा.) लि., प्लाट नं. 6 एवं 13, फेस II, आई डी ए, चेरलापल्ली, हैदराबाद-500051	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	2887
38.	6580882	20060626	श्री लिंगेश्वरा वाटर टेक गोविंदपलि विलेज बुक्कारायसमुद्रम, अनन्तापूर-515 005	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	2888
39.	6581379	20060627	श्री राज ज्वेलर्स 1-6-56, गांधी की मूर्ति, एम जी रोड, सिकंदराबाद-03	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहराकन	1417 : 99	2889

[संदर्भ : सीएमडी-1/13 : 11]

एस. के. चौधरी, उपमहानिदेशक (मुहर)

New Delhi, the 26th October, 2006

S.O. 4232.—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule : HBO (Apr.—June 06)

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of Standard	IS No.	File No.
1	2	3	4	5	6	7
1.	6563276	20060404	Sri Balaji Inds. D. No. 283, Perecherla Medikonduru, Guntur-522009	Packaged drinking water (Other than packaged Natural Mineral Water)	14543-04	2851
2.	6563882	20060405	Chandana Bros. Tex. & Jewellers, D.No. 17/105 and 106, Trunk Road, Nellore-542001	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts.	01417-99	2852
3.	6563781	20060405	Chandana Bros. Tex. & Jewellers (P) Ltd. Central Plaza, D. No. 6-3-902/A, P. No. 9 Rajbhavan Road, Somajiguda, Hyderabad-500082	Fineness and marking of Gold and Gold Alloys, Jewellery/Artifacts.	01417-99	2853
4.	6563983	20060406	Fortune Bio-Tech Ltd. Sy. No.803/804, Raigiri (V), Bhongir (M), Nalgonda	Neem based EC containing Azadirachtin	14300-95	2854
5.	6565381	20060413	Malabar Royal Designs (Hyd.) Pvt. Ltd., D. No. 6-3-1111/23TF, Babukhan Annex Somajiguda, Hyderabad-500016	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts.	01417-99	2855
6.	6565987	20060420	Jayasri Inds Nizamsagar Road, Yellareddy (M) Nizamabad	Packaged drinking water (Other than packaged Natural Mineral Water)	14543-04	2856

3376 G/106-2

1	2	3	4	5	6	7
7.	6566989	20060424	Icon Capacitor Inds. Plot No. B-6, Phase I, IDA Jeedimetla Hyderabad-500055	Power capacitors for the self-healing type for ac power systems having, rated voltage up to 1000 V	13340-93	2857
8.	6566686	20060424	Kamakshi Cements (P) Ltd., Choutpally (V), Mattampally (M) Nalgonda.	43 grade ordinary portland cement	08112-89	2858
9.	6566787	20060424	Bomaby Jewellers Shop No. 13, AMC, Complex Governorpet Vijayawada Krishna	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts	01417-99	2859
10.	6566888	20060424	Mukesh Jewellers 13/59, Mandapala St. Nellore	Fineness and marking of Gold and Gold Alloys, Jewellery/Artifacts	01417-99	2860
11.	6568286	20060427	Dewaki Jewels & Gems 21-2-445/12, Gokuldas Complex Mitti Ka Sher, Charkaman Hyderabad-500002	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts	01417-99	2861
12.	6568084	20060426	Indo Cement (Tiles) Products Sy. No. 17, Medipally Ghatkesar (M) Ghatkesar Ranga Reddy	Precast Concrete Manhole Cover and Frame	12592-02	2862
13.	6568791	20060427	Binju Metals & Alloys Inds (P) Ltd., Sy. No. 114-A, IDA, Teegapur (V) Kothur, Shadnagar (M) Mahbubnagar	High strength deformed Steel bars and wires for concrete reinforcement	01786-85	2863
14.	6568690	20060427	Binju Metals & Alloys Inds (P) Ltd., Sy. No. 114-A, IDA, Teegapur (V) Kothur, Shadnagar (M) Mahbubnagar	Carbon steel cast Billet Ingots, Biloms, Slabs for Re-rolling purposes	14650-99	2864
15.	6569389	20060501	Hyderabad Chemical Products Ltd., 60 & 61, IDA Pashyamylaram-502307 Medak	Sterilized Methoxy-Ethyl Mercury-Chloride Concentrate 6%	02358-84	2865
16.	6569591	20060503	Satyam Beverages Ghanpur (V), Ghatkesar (M) Ghatkesar Ranga Reddy	Packaged drinking water (Other than packaged Natural Mineral Water)	14543-04	2866
17.	6569995	20060505	Adarsh Inds. Plot No. 20, Phase III, IDA Jeedimetla Hyderabad-500055	Electric Ceiling type fans and Regulators	00374-79	2867

1	2	3	4	5	6	7
18.	6571376	20060511	Icomm Fastners 70, Nagaram (V) Keesara Rd. Hyderabad-500062	Fastners—Threaded Steel Fastners	12427-01	2868
19.	6571275	20060512	Castle Aqua Pure Plot No. 768, Rd. No. 44 Jubilee Hills, Hyderabad-500033	Packaged drinking water (Other than packaged Natural Mineral Water)	14543-04	2869
20.	6571578	20060512	Laxmi Priya Inds. Sy. No 445 N. H. 16, Nizamabad Road, Armoor-500001 Nizamabad	Packaged drinking water (Other than packaged Natural Mineral Water)	14543-04	2870
21.	6571881	20060512	Srinath Jewellers 5-8-584, Abid Road Hyderabad-500001	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts.	01417-99	2871
22.	6572176	20060515	Bhavani Jewellers Bhavani Estate, 16-2-705/9/12, Near Hanuman Temple, Malakpet Hyderabad-500036	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts.	01417-99	2872
23.	6572075	20060515	Sri Bhavani Jewellers Shop No. 3, Pavani Estates Beside TTD Kalyanamandapam Himayathnagar-500029 Hyderabad	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts.	01417-99	2873
24.	6572378	20060517	Indira Plywoods Pvt. Ltd., Sy. No. 15/1, 2c, 3c, Kethanakonda Ibrahimpatnam (M) Ibrahimpatnam-521456 Krishna	Plywood for general purposes	00303-89	2874
25.	6572782	20050522	S.V. Aqua Inds. 1-99, Mullepudi Cross Padipeta, Tirupati Road Chittoor	Packaged drinking water (Other than packaged Natural Mineral Water)	14543-04	2875
26.	6574483	20060530	Sri Sampat Jewellers 7-1-59/1, Merit Plaza, Shop No. 2, D.K. Road, Ameerpet Jn. Hyderabad-500016	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts.	01417-99	2876
27.	6574584	20060530	V.R. Saree Niketan Silks & Jewels 16-11-51/1, GF, Vijetha Navrathan TC Dilsukhnagar Hyderabad-500036	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts.	01417-99	2877
28.	6575182	20060601	Amrutha Water Works Sy. No. 31/1, Laila Nagar, Undavalli Guntur	Packaged drinking water (Other than packaged Natural Mineral Water)	14543-04	2878

1	2	3	4	5	6	7
29.	6575283	20060602	Kothari Jewellers 7-1-547, Ground Floor Ameerpet Hyderabad-5000136	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts.	01417-99	2879
30.	6575384	20060602	Reshma Sivaraj Products R.S. No. 12/1A, Gangadhara Puram (V) Bommuluru Panchayat Gudivada Krishna	Packaged drinking water (Other than packaged Natural Mineral Water)	14543-04	2880
31.	6576487	20060606	Nandi Jewellers Shop No. 9, Sai Durga Complex, Opp. HMT Nacharam Hyderabad	Fineness and marking of Gold and Gold alloys, Jewellery/Artifacts.	01417-99	2881
32.	6576689	20060607	Siti Springs (P) Ltd., Plot No. 18, Block 42, APIIC Auto Nagar, Hyderabad-500 070	Packaged drinking water (Other than packaged Natural Mineral Water)	14543-04	2882
33.	6577085	20060608	Naina Power (P) Ltd., 12-6-19/3/3, IIInd floor, Behind BPCL Opp. HUDA Tr. Park, Kukatpally Hyderabad-500072	ac Static Watthour Meters, Class 1 and 2	13779-99	2883
34.	6577893	20060609	Pratibha Industries H.No. 1/1358, HBS Colony Yemmiganur Kurnool	Packaged Drinking water (other than packaged Natural Mineral water)	14543-04	2884
35.	6578087	20060612	Aqua Sheen Products Gadi Post Kalikiri (M) Chittoor-517237	Packaged Drinking water (other than packaged Natural Mineral water)	14543-04	2885
36.	6579291	20060616	Vijayadurga Enterprises R.S. No. 8/1, Yanamala Kudura (V) Panamaluru (M) Krishna	Packaged Drinking water (other than packaged Natural Mineral water)	14543-04	2886
37.	6579998	20060620	Alfa N Omega Beverages (P) Ltd., Plot No. 6 & 13, Phase II, IDA Cherlapally Hyderabad-500051	Packaged Drinking water (other than packaged Natural Mineral water)	14543-04	2887
38.	6580882	20060626	Sri Lingeswara Watertek Govindpally (v) Bukkarayatasamudram Ananthapur-515005	Packaged drinking water (other than packaged Natural Mineral water)	14543-04	2888
39.	6581379	20060627	Shree Raj Jewellers 1-6-56, Gandhi Statue M.G. Road Secunderabad-500003	Fineness and marking of Gold and Gold alloys, Jewellery/ Artifacts	01417-99	2889

[Ref. CMD-1/13:11]

S. K CHAUDHURI, Dy Director General (Marks)

कोयला वर्गालय

नई दिल्ली, 25 अक्टूबर, 2006

का.आ. 4233.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में वर्णित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/305 तारीख 27 जुलाई, 2006 का निरीक्षण कलक्टर, रायगढ़ (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1 कार्डसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में विनिर्दिष्ट सभी नक्शों, चार्ट्स और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) साउथ ईस्टर्न कोलफील्ड्स लि., सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे।

अनुसूची

चिमटापानी ब्लॉक

मांड रायगढ़ कोलफील्ड्स

जिला—रायगढ़ (छत्तीसगढ़)

रेखांक संख्या—एसईसीएल/बीएसपी/जीएम (पीएलजी/भूमि/305)

तारीख 27 जुलाई, 2006 (पूर्वेक्षण के लिए अधिसूचित भूमि दर्शाते हुए)

क्र. सं.	ग्राम का नाम	हलका संख्या	बंदोबस्तु संख्या	तहसील	जिला	क्षेत्र हैक्टर में	टिप्पणी
1	कांटाझरिया	27	57	घरघोडा	रायगढ़	100.000	भाग
2	चिमटापानी	28	101	घरघोडा	रायगढ़	538.000	सम्पूर्ण
3	साल्हेपाली	27	305	घरघोडा	रायगढ़	524.000	सम्पूर्ण
4	कठरापाली	27	19	घरघोडा	रायगढ़	200.000	भाग
5	कोनपारा	27	54	घरघोडा	रायगढ़	723.000	सम्पूर्ण
6	चोटीगुडा	28	104	घरघोडा	रायगढ़	674.296	सम्पूर्ण
7	अजीजगढ़	28	02	घरघोडा	रायगढ़	116.504	सम्पूर्ण

योग : 2875.800 हेक्टेयर (लगभग) या 7106.10 एकड़ (लगभग)

सीमा वर्णन :

क-ख-ग रेखा ग्राम काटांझरिया के उत्तरी सीमा के "क" बिन्दु से आरंभ होती है, और ग्राम काटांझरिया, चिमटापानी, अजीजगढ़ की उत्तरी सीमा से गुजरती हुई "ग" बिन्दु पर मिलती है।

ग-घ रेखा ग्राम चोटीगुडा, साल्हेपाली की पूर्वी सीमा से गुजरती है और "घ" बिन्दु पर मिलती है।

घ-ड रेखा ग्राम साल्हेपाली, कोनपारा, कठरापाली की दक्षिणी सीमा से गुजरती है और "ड" बिन्दु पर मिलती है।

ड-क रेखा ग्राम कठरापाली, कांटाझरिया से गुजरती है और आरंभिक "क" बिन्दु पर मिलती है।

[फा. सं. 43015/9/2006-पीआरआईडब्ल्यू-I]

एम. शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 25th October, 2006

S.O. 4233.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing No. SECL/BSP/GM (Plg)/Land/305 dated the 27th July, 2006 of the area covered by this notification can be inspected in the office of the Collector, Raigarh, Chhattisgarh or in the office of the Coal Controller, 1, Council House Street, Kolkata -700001 or in the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-charge or Head of the Department (Revenue), South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Chimtapani Block, Mand Raigarh Coalfield

District Raigarh, Chhattisgarh

Plan No. SECL/BSP/GM (Plg)/Land/305 dated 27th July, 2006 (showing the land notified for prospecting).

Serial No.	Name of Village	Halka number	Settlement number	Tahsil	District	Area in hectares	Remarks
1	Kantajharia	27	57	Gharghoda	Raigarh	100.000	Part
2	Chimtapani	28	101	Gharghoda	Raigarh	538.000	Full
3	Salhepali	27	305	Gharghoda	Raigarh	524.000	Full
4	Katharrapali	27	19	Gharghoda	Raigarh	200.000	Part
5	Konpara	27	54	Gharghoda	Raigarh	723.000	Full
6	Chotiguda	28	104	Gharghoda	Raigarh	674.296	Full
7	Ajijgarh	28	02	Gharghoda	Raigarh	116.504	Full

Total : 2875.800 hectares (approximately) or 7106.10 acres (approximately)

Boundary description :—

A-B-C: Line starts from point 'A' on the Northern boundary of village Kantajharia and passes along the northern boundary of villages Kanthajharia, Chimtapani, Ajijgarh and meets at point 'C'.

C-D: Line passes along the Eastern boundary of village Chotiguda, Salhepali and meets at point 'D'.

D-E: Line passes along the Southern boundary of villages Salhepali, Konpara, Katharrapali and meets point 'E'.

E-A: Line passes through villages Katharrapali, Kantajharia and meet at the starting point "A".

[F. No. 43015/9/2006/PRIW-I]

M. SHAHABUDEEN, Under Secy.

शुद्धिपत्र

नई दिल्ली, 27 अक्टूबर, 2006

का.आ. 4234.—भारत के राजपत्र के भाग II, खंड 3, उप-खंड (ii) में तारीख 20 मई, 2006 के पृष्ठ क्रमांक 4331 से 4339 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 1968 तारीख 12 मई, 2006 में

पृष्ठ क्रमांक 4332 पर—

1. कान्हवा का कुल क्षेत्र हेक्टर में 80.77 के स्थान पर 80.17 पढ़े।

पृष्ठ क्रमांक 4333 पर—

ग्राम कटारा में अंजित किए जाने वाले प्लॉट संख्यांक में सातवीं पंक्ति में—

"100/1क- 100/1ख- 100/1ग"

के स्थान पर

"100/1क- 100/1ख- 100/1ग"

पढ़ा जाए।

[फा. सं. 43015/2/2005-पी.आई.डब्ल्यू-I]

एम. शाहबुद्दीन, अवर सचिव

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4235.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ.यू. पाईप लाइन एस.आर.ए.ई. से जि.एम.ए.ए. तक पेट्रोलियम के लिए पाइल लाइन तेल तथा प्राकृतिक गैस आ द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोग के लिए एतदपावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) प्रदत शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइल लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निमार्ण और देखभाल प्रभाग राजार्मन्द्र एसट/के. जी. बेसिन ओ.एन.जी.सी. गोदावरि भवन, राजार्मन्द्र, आन्ध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर.ओ.यू. पाईप लाइन : एस.आर.ए.ई. से जि.एम.ए.ए.

राज्य जिले	आन्ध्र प्रदेश पूर्व गोदावरि	मंडल गांव	उप्पालागुप्तम भिमानापाल्ली	आर.एस.नं.	हेक्टेयर्स	एस	सेन्टेयर्स	एकड़	सेन्टस	1	2	3	4	5	6
775/2बी	0	02	5	0	06										
775/1बी	0	04	0	0	10										
774/1बी	0	02	0	0	05½										
774/2बी	0	02	0	0	05½										
736/2	0	07	5	0	19										
737/2	0	13	0	0	32										
733/2बी	0	06	0	0	15										
733/1बी	0	00	5	0	01½										
732/2	0	01	5	0	04										
742/1डी	0	01	5	0	04										
742/1सी	0	02	0	0	05										

1	2	3	4	5	6
7421बी	0	01	5	0	04
723/3बी	0	07	0	0	17
723/4बी	0	00	5	0	01
7235बी	0	00	5	0	01
723/4	0	02	0	0	05
744/1बी	0	03	5	0	09
743/3	0	02	5	0	06
743/2	0	02	0	0	05
744/2बी	0	03	0	0	08
745/1बी	0	05	5	0	14
745/2बी	0	03	0	0	08
746/3डी	0	01	5	0	04½
746/3डी	0	01	5	0	04½
746/3सी	0	04	5	0	11
746/3बी	0	00	5	0	01
746/2ई	0	03	0	0	07
746/2सी	0	02	0	0	05
746/2डी	0	00	3	0	01
746/2बी	0	03	0	0	07
योगः	0	91	5	2	26½
राज्य जिले	आन्ध्र प्रदेश पूर्व गोदावरि	मंडल गांव	उप्पालागुप्तम कानावाराम		
आर.एस.नं.	हेक्टेयर्स	एस	सेन्टेयर्स	एकड़	सेन्टस
1	2	3	4	5	6
1/2	0	00	5	0	01½
1/3	0	00	5	0	01½
2/2	0	07	0	0	17
3/2	0	01	5	0	04
10/2	0	21	0	05	2
3/3	0	05	5	0	13
9/2	0	17	0	0	42
14/1बी	0	07	0	0	17
13/2	0	04	5	0	11
30/2बी	0	05	5	0	14
29/4बी	0	02	0	0	05
29/5बी	0	03	5	0	09
29/3बी	0	06	0	0	15

1	2	3	4	5	6
29/1बी	0	00	5	0	00½
29/3सी	0	00	5	0	01
29/3ई	0	00	5	0	01½
29/5सी	0	05	0	0	12
25/2बी	0	18	0	0	44
23/1बी	0	06	0	0	15
26/2	0	01	5	0	04
23/1सी	0	01	5	0	04
23/2बी	0	02	5	0	06
23/2सी	0	02	0	0	05
23/3बी	0	03	0	0	08
23/4बी	0	00	5	0	0½
58/2	0	02	0	0	05
59/2	0	01	0	0	03
60/10बी	0	13	5	0	33
60/11बी	0	06	5	0	16
60/11बी	0	06	5	0	16
62/5बी	0	07	0	0	17
77/3बी	0	04	5	0	11
75/2	0	02	0	0	05
67/2बी	0	13	0	0	32
योग	1	78	5	4	41½

राज्य जिले	आन्ध्र प्रदेश पूर्व गोदावरि	मंडल गांव	उप्पालगुप्तम गोपावाराम		
आर.एस.नं.	हेक्टेयर्स	एस	सेन्टेयर्स	एकड़	सेन्टस
1	2	3	4	5	6
133/6बी	0	05	0	0	12
134/2	0	01	5	0	04
149/1	0	00	5	0	01
148/2	0	08	5	0	21
150/1बी	0	05	5	0	14
150/2बी	0	10	5	0	26
154/1बी	0	08	5	0	21
1781/9बी	0	02	0	0	05
1781/बी	0	02	0	0	05
177/2	0	01	5	0	04
175/3बी	0	06	0	0	15

1	2	3	4	5	6
175/3डी	0	05	0	0	12
175/6डी	0	01	0	0	03
175/5बी	0	04	5	0	11
171/1बी	0	12	5	0	31
171/2बी4	0	02	0	0	05
167/3बी	0	07	5	0	19
171/2बी2	0	07	5	0	19
167/2बी	0	03	0	0	08
168/4बी	0	03	5	0	09
168/5बी	0	04	0	0	10
163/2	0	04	5	0	11
योग :	1	07	5	2	66

राज्य जिले	आन्ध्र प्रदेश पूर्व गोदावरि	मंडल गांव	उप्पालगुप्तम गोपावाराम		
आर.एस.नं.	हेक्टेयर्स	एस	सेन्टेयर्स	एकड़	सेन्टस
1	2	3	4	5	6
651/2	0	13	5	0	33
652/3	0	03	5	0	09
651/4	0	03	5	0	09
651/5	0	07	5	0	19
649/1डी	0	01	0	0	02
649/1बी	0	06	0	0	15
649/3बी	0	05	5	0	13
654/2बी	0	01	0	0	03
654/3बी	0	03	0	0	07
661/1बी	0	00	5	0	0½
661/2ए	0	01	0	0	03½
661/3बी	0	00	5	0	01½
661/3सी	0	01	5	0	04½
661/4बी	0	02	0	0	05
661/5बी	0	02	5	0	06½
661/6बी	0	02	5	0	06
661/7बी	0	02	5	0	06
661/8बी	0	02	5	0	06
659/2बी	0	01	5	0	04
659/3बी	0	01	0	0	03
659/4बी	0	01	5	0	04

1	2	3	4	5	6
659/5बी	0	01	5	0	04
659/6बी	0	01	5	0	04
660/2बी	0	03	0	0	08
660/4बी	0	02	5	0	06
660/3सी	0	01	5	0	04
660/3सी	0	02	5	0	06
660/4सी	0	01	5	0	04
660/3बी	0	01	0	0	03
664/5ए2	0	09	5	0	24
664/5बी2	0	02	0	0	05
664/4बी	0	11	5	0	28
666/2	0	01	0	0	02
667/2ए	0	01	0	0	03
योग :	1	05	5	2	61½

[सं. 12016/61/06—ओ एन जी/डी ओ III]

ओ. पी. बनवारी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 16th October, 2006

S.O. 4235.—Whereas it appears to the Central Government that is necessary in the public interest that for the transport of petroleum from "SRAE to GMAA" in the A.P. State pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto:

Now therefore in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land Act), 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipe line under the land to the Competent Authority Oil & Natural Gas Corporation Ltd, Rajahmundry Asset/K.G., Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

And every person making such an objections shall also state specifically whether he wished to be hear in person or by legal practitioner.

SCHEDULE

Rou Pipe Line from SRAE to GMAA

State	Andhra Pradesh		Mandal:	District	
District	East Godavari		Village	Bhimanapalli	
R. S. No.	Hecta- res	Ares	Centi- ares	Acres	Cents
1	2	3	4	5	6
775/2B	0	02	5	0	06
775/1B	0	04	0	0	10
774/1B	0	02	0	0	05½
774/2B	0	02	0	0	05½
736/2	0	07	5	0	19
737/2	0	13	0	0	32
733/2B	0	06	0	0	15
733/1B	0	00	5	0	01½
732/2	0	01	5	0	04
742/1D	0	01	5	0	04
742/1C	0	02	0	0	05
7421B	0	01	5	0	04
723/3B	0	07	0	0	17
723/4B	0	00	5	0	01
723/5B	0	00	5	0	01
723/4	0	02	0	0	05
744/1B	0	03	5	0	09
743/3	0	02	5	0	06
743/2	0	02	0	0	05
744/2B	0	03	0	0	08
745/1B	0	05	5	0	14
745/2B	0	03	0	0	08
746/3D	0	01	5	0	04½
746/3D	0	05	0	0	04½
746/3C	0	04	0	5	11
746/3B	0	00	5	0	01
746/2E	0	03	0	0	07
746/2C	0	02	0	0	05
746/2D	0	00	3	0	01
746/2B	0	03	0	0	07
TOTAL:	0	91	5	2	26½

3376 G1/06-3

State	Andhra Pradesh Mandal: Uppalaguptam				
District	East Godavari	Village	Kunavaram		
R. S. No.	Hecta- res	Ares	Centi- ares	Acres	Cents
1	2	3	4	5	6
1/2	0	00	5	0	01½
1/3	0	00	5	0	01½
2/2	0	07	0	0	17
3/2	0	01	5	0	04
10/2	0	21	0	05	52
3/3	0	05	5	0	13
9/2	0	17	0	0	42
14/1B	0	07	0	0	17
13/2	0	04	5	0	11
30/2B	0	05	5	0	14
29/4B	0	02	0	0	05
29/5B	0	03	5	0	09
29/3B	0	06	0	0	15
29/1B	0	00	5	0	00½
29/3C	0	00	5	0	01
29/3E	0	00	5	0	01½
29/5C	0	05	0	0	12
25/2B	0	18	0	0	44
23/1B	0	06	0	0	15
26/2	0	01	5	0	04
23/1C	0	01	5	0	04
23/2B	0	02	5	0	06
23/2C	0	02	0	0	05
23/3B	0	03	0	0	08
23/4B	0	00	5	0	00½
58/2	0	02	0	0	05
59/2	0	01	0	0	03
60/10B	0	13	5	0	33
60/11B	0	06	5	0	16
60/11B	0	06	5	0	16
62/5B	0	07	0	0	17
77/3B	0	04	5	0	11
75/2	0	02	0	0	05
67/2B	0	13	0	0	32
TOTAL	1	78	5	4	41½

State	Andhra Pradesh Mandal: Uppalaguptam				
District	East Godavari	Village	Gopavaram		
R. S. No.	Hecta- res	Ares	Centi- ares	Acres	Cents
1	2	3	4	5	6
133/6B	0	05	0	0	12
134/2	0	01	5	0	04
149/1	0	00	5	0	01
148/2	0	08	5	0	21
150/1B	0	05	5	0	14
150/2B	0	10	5	0	26
154/1B	0	08	5	0	21
178/9B	0	02	0	0	05
178/11B	0	02	0	0	05
177/2	0	01	5	0	04
175/3B	0	06	0	0	15
177/3D	0	05	0	0	12
175/6D	0	01	0	0	03
175/5B	0	04	5	0	11
171/1B	0	12	5	0	31
171/2B4	0	02	0	0	05
167/3B	0	07	5	0	19
171/2B2	0	07	5	0	19
167/2B	0	03	0	0	08
168/4B	0	03	5	0	09
168/5B	0	04	0	0	10
163/2	0	04	5	0	11
TOTAL:		1	07	5	2
					66
State	Andhra Pradesh Mandal: Uppalaguptam				
District	East Godavari	Village	Challapalli		
R. S. N.	Hecta- res	Ares	Centi- ares	Acres	Cents
1	2	3	4	5	6
651/2	0	13	5	0	33
651/3	0	03	5	0	09
651/4	0	03	5	0	09
651/5	0	07	5	0	19
649/1D	0	01	0	0	02
649/1B	0	06	0	0	15

1	2	3	4	5	6
649/3B	0	05	5	0	13
654/2B	0	01	0	0	03
654/3B	0	03	0	0	07
661/1B	0	00	5	0	00½
661/2A	0	01	0	0	03½
661/3B	0	00	5	0	01½
661/3C	0	01	5	0	04½
661/4B	0	02	0	0	05
661/5B	0	02	5	0	06½
661/6B	0	02	5	0	06
661/7B	0	02	5	0	06
661/8B	0	02	5	0	06
659/2B	0	01	5	0	04
659/3B	0	01	0	0	03
659/4B	0	01	5	0	04
659/5B	0	01	5	0	04
659/6B	0	01	5	0	04
660/2B	0	03	0	0	08
660/4B	0	02	5	0	06
660/3C	0	01	5	0	04
660/3C	0	02	5	0	06
660/4C	0	01	5	0	04
660/3B	0	01	0	0	03
664/5A2	0	09	5	0	24
665/5B2	0	02	0	0	05
665/4B	0	11	5	0	28
666/2	0	01	0	0	02
667/2A	0	01	0	0	03
TOTAL	1	05	5	2	61½

[No. 12016/61/2006-ONG/DO III]

O. P. BANWARI, Under Secy.

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4236.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 755, तारीख 23-02-2005 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामंड्रि एस्ट द्वारा आन्ध्र प्रदेश राज्य में ई.एम.ए.ई.-7 से एंडमुरू-ई.पी.एस. परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 30-7-2005 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विविश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिये उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार भूमि में निहित होने के बजाय, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामंड्रि एस्ट में निहित होगा।

अनुसूची

आर. ओ. यु. पाइप लाईन : ई.एम.ए.ई.-7 से एंडमुरू-ई.पी.एस.

राज्य	आन्ध्र प्रदेश	मंडल	करपा
जिले	पूर्व गोदावरि	गांव	पार्टल्लागाडा
आर.एस.नं.	हेक्टेयर्स	एस्ट	सेन्टर्स
1	2	3	4
65/5A	0	5	0
65/5B	0	11	0
65/5C	0	05	0
65/7	0	02	0
142/3B	0	27	0
65/8B	0	05	0
143/2B	0	12	0
143/1B	0	13	5
144/2Ppt	0	09	0
TOTAL	0	90	2
			22

राज्य जिले	आन्ध्र प्रदेश पूर्व गोदावरि	मंडल गांव	करपा		1	2	3	4	5	6	
आर.एस.नं.	हेक्टेयर्स	एस	सेन्टेयर्स	एकड़	सेन्ट्स	324/9A	0	13	5	0	33
1	2	3	4	5	6	324/5A	0	36	0	0	89
190/2	0	30	0	0	74	324/4A	0	13	0	0	32
192/1B	0	10	0	0	25	325/2A	0	01	0	0	03
192/2B	0	20	0	0	50	328/6B	0	05	0	0	12
192/8	0	08	0	0	20	392/2A	0	16	0	0	40
193/2	0	35	5	0	75	328/5C4	0	06	0	0	15
191/1	0	08	0	0	20	328/5C3	0	01	5	0	04
191/2	0	02	5	0	06½	328/5A2	0	03	0	0	07
193/3	0	02	5	0	06	328/5C2	0	03	0	0	08
191/4	0	02	5	0	06	328/5A1	0	03	0	0	07
191/5	0	02	0	0	05	328/5C1	0	03	0	0	08
191/6	0	02	0	0	05½	328/5B1	0	00	5	0	05
191/7	0	02	0	0	05	392/4Apt	0	19	5	0	48
205/1	0	09	0	0	22	324/8pt	0	17	0	0	42
210/pt	0	03	0	0	07	392/3pt, 2 pt	0	14	0	0	35
205/2	0	11	5	0	28	324/9B	0	09	5	0	24
TOTAL	1	43	5	3	55	392/1E1	0	11	0	0	27

राज्य जिले	आन्ध्र प्रदेश पूर्व गोदावरि	मंडल गांव	करपा		1	2	3	4	5	6	
आर.एस.नं.	हेक्टेयर्स	एस	सेन्टेयर्स	एकड़	सेन्ट्स	392/1D1	0	06	5	0	16
1	2	3	4	5	6	392/1A1	0	09	0	0	22
308/2P	0	08	5	0	21	391/9Apt, Bpt	0	36	5	0	90
309/1B	0	07	0	0	17	391/6A	0	04	5	0	11
310/7B	0	07	5	0	18	391/1A	0	16	0	0	40
310/6B	0	05	0	0	12	391/3A	0	04	0	0	10
310/5B	0	04	5	0	11	391/4A	0	06	5	0	16
311/2pt	0	09	5	0	23	391/5A	0	05	0	0	12
312/8A	0	06	0	0	15	472/1B	0	11	5	0	28
312/7A	0	04	5	0	11	427/2B	0	07	5	0	18
312/6B	0	01	5	0	08	470/1B	0	16	5	0	41
312/7pt	0	03	0	0	04	470/2A	0	01	0	0	02
312/6A	0	03	0	0	08	419/1	0	12	0	0	30
312/5C	0	02	0	0	05	436/1	0	02	0	0	05
312/5B	0	02	0	0	05	432/31B	0	23	5	0	58
312/5A	0	02	0	0	05	433/2	0	12	5	0	31
324/8A	0	17	0	0	42	434/2B	0	26	5	0	65
						TOTAL	4	65	5	11	50

राज्य जिले	आन्ध्र प्रदेश पूर्व गोदावरि	मंडल गांव :	करपा कोंगोडु	आर.एस.नं. 1	हेक्टेएसर्स 2	एस 3	सेन्टेएसर्स 4	एकड़ 5	सेन्ट्स 6
144/2	0	11	5	0	29				
144/1pt	0	04	0	0	10				
147/2	0	37	0	0	91				
144/1pt	0	12	0	0	30				
145/4B	0	03	0	0	07				
136/12A	0	03	0	0	08				
136/8A	0	14	0	0	34				
136/6A	0	01	5	0	04				
136/7pt	0	01	0	0	02				
136/2B	0	01	5	0	04				
136/2A	0	04	5	0	11				
135/9A	0	05	5	0	14				
135/5A	0	05	5	0	13				
135/4A	0	05	5	0	14				
135/2B	0	07	0	9	17				
135/1B	0	03	0	0	08				
135/2A	0	01	0	0	03				
135/1A	0	05	0	0	12				
127/6B	0	04	5	0	11				
127/6A	0	04	0	0	10				
123/3B	0	07	0	0	18				
123/2B	0	05	5	0	13				
15/6B1	0	09	0	0	22				
15/6B2, 6Apt	0	03	0	0	08				
15/5Bpt	0	12	0	0	30				
15/5Apt	0	09	5	0	24				
15/4pt	0	14	5	0	36				
15/4pt2pt	0	05	5	0	13				
15/3pt	0	06	0	0	15				
14/4B, 3A	0	21	0	0	52				
15/3pt	0	02	0	0	05				
15/2Bpt	0	06	0	0	15				
15/2Apt	0	03	5	0	09				
15/1pt	0	06	0	0	15				
15/6B, 4B	0	08	0	0	20				
13/1A, 4pt	0	03	0	0	08				
15/1pt	0	06	0	0	15				
13/4A, 3B	0	12	0	0	30				
13/1B2	0	07	0	0	17				
TOTAL	0	39	5	6	97				

राज्य जिले :	आन्ध्र प्रदेश पूर्व गोदावरि	मंडल : गांव :	करपा पेद्दापुराप्पाडु	आर.एस.नं. 1	हेक्टेएसर्स 2	एस 3	सेन्टेएसर्स 4	एकड़ 5	सेन्ट्स 6
67/2B		0	22	0	0	0	54		
68/1B		0	05	5	0	0	13		
68/1C		0	23	5	0	0	58		
69/3B		0	18	0	0	0	45		
70/2B		0	09	0	0	0	22		
62/4B		0	07	0	0	0	17		
62/3B		0	04	0	0	0	10		
52/5A,5B,3B		0	31	5	0	0	78		
TOTAL		1	20	5	2	97			

[सं. 12016/59/2006-ओ एन जी/डीओ III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4236.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 755(E) dated 23-2-2005 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline ENDAMURU-7 (EMAE) to ENDAMURUEPS in the State of Andhra Pradesh, a pipeline should be laid by ONGC-RJY;

And whereas copies of the said Gazette notifications were made available to the public on 30-07-2005;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has, under Sub-Section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule appended to this Notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the

said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from all encumbrances.

SCHEDULE

State Andhra Pradesh **Mandal:** Karapa

District East Godavari **Village** Pathaliagadda

R. S. No. Hecta-
res Ares Centi-
 ares Acres Cents

1	2	3	4	5	6
65/5A	0	5	0	0	12
65/5B	0	11	0	0	27
65/5C	0	05	0	0	13
65/7	0	02	0	0	06
142/3B	0	27	0	0	67
65/8B	0	05	0	0	12
143/2B	0	12	0	0	30
143/1B	0	13	5	0	33
144/2pt	0	09	0	0	22
TOTAL	0	90	0	2	22

State Andhra Pradesh **Mandal:** Karapa

District East Godavari **Village** Gorripudi

R. S. No. Hecta-
res Ares Centi-
 ares Acres Cents

1	2	3	4	5	6
190/2	0	30	0	0	74
192/1B	0	10	0	0	25
192/2B	0	20	0	0	50
192/8	0	08	0	0	20
193/2	0	35	5	0	75
191/1	0	08	0	0	20
191/2	0	02	5	0	06½
193/3	0	02	5	0	06
191/4	0	02	5	0	06
191/5	0	02	0	0	05

1	2	3	4	5	6
191/6	0	02	0	0	05½
191/7	0	02	0	0	05
205/1	0	09	0	0	22
210/pt	0	03	0	0	07
205/2	0	11	5	0	28
TOTAL	1	43	5	3	55

State Andhra Pradesh **Mandal:** Karapa

District East Godavari **Village** Vemulavada

R. S. No. Hecta-
res Ares Centi-
 ares Acres Cents

1	2	3	4	5	6
308/2P	0	08	5	0	21
309/1B	0	07	0	0	17
310/7B	0	07	5	0	18
310/6B	0	05	0	0	12
310/5B	0	04	5	0	11
311/2pt	0	09	5	0	23
312/8A	0	06	0	0	15
312/7A	0	04	5	0	11
312/6B	0	01	5	0	08
312/7pt	0	03	0	0	04
312/6A	0	03	0	0	08
312/5C	0	02	0	0	05
312/5B	0	02	0	0	05
312/5A	0	02	0	0	05
324/8A	0	17	0	0	42
324/9A	0	13	5	0	33
324/5A	0	36	0	0	89
324/4A	0	13	0	0	32
325/2A	0	01	0	0	32
328/6B	0	05	0	0	12
392/2A	0	16	0	0	40
328/5C4	0	06	0	0	15
328/5C3	0	01	5	0	04
328/5A2	0	03	0	0	07
328/5C2	0	03	0	0	08
328/5A1	0	03	0	0	07
328/5C1	0	03	0	0	08

1	2	3	4	5	6
328/5B1	0	00	5	0	05
392/4Apt	0	19	5	0	48
324/8pt	0	17	0	0	42
392/3pt, 2pt	0	14	0	0	35
324/9B	0	09	5	0	24
392/1E1	0	11	0	0	27
392/1D1	0	06	5	0	16
392/1A1	0	09	0	0	22
391/9Apt. Bpt	0	36	5	0	90
391/6A	0	04	5	0	11
391/1A	0	16	0	0	40
391/3A	0	04	0	0	10
391/4A	0	06	5	0	16
391/5A	0	05	0	0	12
472/1B	0	11	5	0	28
427/2B	0	07	5	0	18
470/1B	0	16	5	0	41
470/2A	0	01	0	0	02
419/1	0	12	0	0	30
436/1	0	02	0	0	05
432/31B	0	23	5	0	58
433/2	0	12	5	0	31
434/2B	0	26	5	0	65
TOTAL	4	65	5	11	50

State	Andhra Pradesh		Mandal: karapa		
District	East Godavari		Village: Kongodu		
R. S. No.	Hecta- res	Ares	Centi- ares	Acres	Cents
1	2	3	4	5	6
144/2	0	11	5	0	29
144/1pt	0	04	0	0	10
147/2	0	37	0	0	91
144/1pt	0	12	0	0	30
145/4B	0	03	0	0	07
136/12A	0	03	0	0	08
136/8A	0	14	0	0	34
136/6A	0	01	5	0	04
TOTAL	0	39	5	6	97

1	2	3	4	5	6
136/7pt	0	01	0	0	02
136/2B	0	01	5	0	04
136/2A	0	04	5	0	11
135/9A	0	05	5	0	17
135/5A	0	05	5	0	13
135/4A	0	05	5	0	14
135/2B	0	07	0	0	17
135/1B	0	08	0	0	08
135/2A	0	01	0	0	03
135/1A	0	05	0	0	12
127/6B	0	04	5	0	11
127/6A	0	04	0	0	10
123/3B	0	07	5	0	18
123/2B	0	05	5	0	13
15/6B1	0	09	0	0	22
15/6B2, 6Apt	0	03	0	0	08
15/5Bpt.	0	12	0	0	30
15/5Apt	0	09	5	0	24
15/4pt	0	14	5	0	36
15/4pt2pt	0	05	5	0	13
15/3pt	0	06	0	0	15
14/4B, 3A	0	21	0	0	52
15/3pt	0	02	0	0	05
15/2Bpt	0	06	0	0	15
15/2Apt	0	03	5	0	09
15/1pt	0	06	0	0	15
15/6B, 4B	0	08	0	0	20
13/1A, 4pt	0	03	0	0	08
15/1pt	0	06	0	0	15
13/4A, 3B	0	12	0	0	30
13/1B2	0	07	0	0	17
TOTAL	0	39	5	6	97

State	Andhra Pradesh		Mandal: Karapu		
District	East Godavari		Village: Peddapurappadu		
R. S. No.	Hecta- res	Ares	Centi- ares	Acres	Cents
1	2	3	4	5	6
67/2B	0	22	0	0	54
68/1B	0	05	5	0	13
68/1C	0	23	5	0	58
69/3B	0	18	0	0	45

1	2	3	4	5	6
70/2B	0	09	0	0	22
62/4B	0	07	0	0	17
62/3B	0	04	0	0	10
52/5A,5B,3B	0	31	5	0	78
TOTAL	1	20	5	2	97

[No. 12016/59/2006-ONG/DO III]

O. P. BANWARI, Under Secy.

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4237.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ.यू. पाइप लाइन के आर.ए.ए. से पोनामंडा डि.पि.एस. तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतदपाबद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, राजामन्द्रि एसट/के. जी. बेसिन औ.एन.जी.सी. गोदावारी भवन, राजामन्द्रि, आन्ध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर.ओ.यू. पाइप लाइन के आर.ए.ए. से
पोनामंडा डि.पि.एस.

राज्य :	आन्ध्र प्रदेश	मंडल :	राजोल
जिले :	पूर्व गोदावारी	गांव :	काडालि
आर.एस.नं.	हेक्टेयर्स एस	सेन्टेस्यर्स एकड़	सेन्ट्स
1	2	3	4
762/2A	0	07	0
762/2B	0	04	0
			16½
			10

1	2	3	4	5	6
767/1	0	01	0	0	02½
771/2	0	05	0	0	12½
774/2B	0	05	5	0	13½
774/3B	0	04	0	0	10
774/5B	0	05	5	0	14½
774/6B	0	03	5	0	08½
776/2	0	14	0	0	34
867/1B	0	06	0	0	15½
867/2A	0	05	0	0	12
867/7A	0	04	0	0	09½
867/7B	0	04	0	0	09½
872/2B	0	01	0	0	02
861/11B	0	01	5	0	03½
867/6B	0	05	5	0	13½
868/3B	0	04	0	0	10½
868/7B	0	06	0	0	15½
872/1B	0	05	5	0	14
872/2C	0	02	0	0	05½
872/9B	0	02	0	0	05
865/2	0	01	5	0	04½
868/3C	0	01	5	0	03½
847/6B	0	04	5	0	11
861/11C	0	03	0	0	08
846/1C	0	01	5	0	04
845/2	0	02	0	0	05
861/11D	0	00	5	0	01
861/13A	0	01	0	0	01½
861/14B	0	01	5	0	04½
861/15B	0	02	0	0	05
861/16B	0	07	5	0	18½
862/11B	0	04	0	0	10
856/2	0	01	0	0	03
538/5B	0	07	0	0	17½
853/7B	0	04	5	0	11½
855/4B	0	03	0	0	07
855/5A	0	03	5	0	08½

1	2	3	4	5	6
848/2	0	01	5	0	04
845/3	0	00	5	0	01
846/1डी	0	05	5	0	13½
846/1बी	0	08	0	0	19½
318/ए4	0	08	0	0	19½
843/1बी	0	08	5	0	20½
843/1डी	0	04	5	0	11
830/2बी	0	05	5	0	14½
831/ए2	0	00	5	0	01
831/बी2	0	03	0	0	08
831/ए7	0	03	5	0	09
840/4ए	0	13	0	0	31½
योग :	2	07	5	5	15

राज्य :	आन्ध्र प्रदेश	मंडल :	राजोल
जिले :	पूर्व गोदावारि	गांव :	पोनामंडा
आर.एस.नं.	हेक्टेयर्स	एस	सेन्टेएस
1.	2	3	4
354/2	0	03	0
355/2	0	03	5
373/2बी	0	06	0
356/बी2	0	01	5
356/बी3	0	03	5
356/ए2	0	11	0
368/2	0	09	0
326/1बी2	0	01	0
262/1सी	0	02	0
262/1डी	0	01	0
262/2बी	0	02	0
262/1एफ	0	03	5
491/2बी	0	01	0
491/3बी	0	02	0
योग :	0	50	0
			1
			23

[सं.-12016/68/2006-ओएनजी/डी ओ-III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4237.—Whereas it appears to the Central Government that is necessary in the public interest that for the transport of petroleum from "KRAA to PONNAMANDAEPS" in the A.P. state pipeline should be laid by the Oil & Natural Gas Corporation Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipe line under the land to the Competent Authority Oil & Natural Gas Corporation Ltd., Rajahmundry Asset/K.G. Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

And every person making such an objections shall also state specifically whether he wised to be hear in persons or by Legal Practitioner.

SCHEDULE

ROU Pipe line from KRAA to PONNAMANDAEPS

State : Andhra Pradesh Mandal : Rozole

District : East Godavari Village : Kadali

R. S. No.	Hect- ares	Ares	Centi	Açres	Cents
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1	2	3	4	5	6
762/2A	0	07	0	0	16½
762/2B	0	04	0	0	10
767/1	0	01	0	0	2½
771/2	0	05	0	0	12½
7774/2B	0	05	5	0	13½
774/3B	0	04	0	0	10
774/5B	0	05	5	0	14½
774/6B	0	03	5	0	08½

337661/0-4

1	2	3	4	5	6	1	2	3	4	5	6
776/2	0	14	0	0	34	843/1B	0	08	5	0	20½
867/1B	0	06	0	0	15½	843/1D	0	04	5	0	11
867/2A	0	05	0	0	12	830/2B	0	05	5	0	14½
867/7A	0	04	0	0	09½	831/A2	0	00	5	0	01
867/7B	0	04	0	0	09½	831/B2	0	03	0	0	08
872/2B	0	01	0	0	02	831/A7	0	03	5	0	09
861/11B	0	01	5	0	03½	840/4A	0	13	0	0	31½
867/6B	0	05	5	0	13½	TOTAL:	2	07	5	5	15
868/3B	0	04	0	0	10½						
868/7B	0	06	0	0	15½						
872/1B	0	05	5	0	14						
872/2C	0	02	0	0	05½	State :	Andhra Pradesh	Mandal :	Razole		
872/9B	0	02	0	0	05	District :	East Godavari	Village :	Ponnamanda		
865/2	0	01	5	0	04½	R. S. N.	Hect- ares	Ares	Centi- ares	Acres	Cents
868/3C	0	01	5	0	03½	1	2	3	4	5	6
847/6B	0	04	5	0	11	354/2	0	03	0	0	07½
861/11C	0	03	0	0	08	355/2	0	03	5	0	08½
846/1C	0	01	5	0	04	373/2B	0	06	0	0	15
845/2	0	02	0	0	05	356/B2	0	01	5	0	03½
861/11D	0	00	5	0	01	356/B3	0	03	5	0	09
861/13A	0	01	0	0	01½	356/A2	0	11	0	0	27
861/14B	0	01	5	0	04½	368/2	0	09	0	0	22
861/15B	0	02	0	0	05	262/1B2	0	01	0	0	01½
861/16B	0	07	5	0	18½	262/1C	0	02	0	0	04½
862/11B	0	04	0	0	10	262/1D	0	01	0	0	01½
856/2	0	01	0	0	03	262/2B	0	02	0	0	06
853/5B	0	07	0	0	17½	262/1F	0	03	5	0	09
853/7B	0	04	5	0	11½	491/2B	0	01	0	0	03
855/4B	0	03	0	0	07	TOTAL:	0	50	0	1	23
855/5A	0	03	5	0	08½						
848/2	0	01	5	0	04						
845/3	0	00	5	0	01						
846/1D	0	05	5	0	13½						
846/1B	0	08	0	0	19½						
831/A4	0	08	0	0	19½						

[No. 12016/68/2006-ONG/D.O-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4238.—केन्द्रीय सरकार को प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ.यू. पाइप लाइन के.वि. 3 और के.वि. 6 से मोरी ई. पी. एस. तक पेट्रोलियम के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और, अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिए एतदुपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग राजामुद्रि एसट/के. जी. बेसिन, आ.एन.जी.सी. गोदावरि भवन, राजामुद्रि, आन्ध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत हो।

अनुसूची

आर.ओ.यू. पाइप लाइन : के.वि. 3 और के.वि. 6 से
मोरी ई.पी.एस.

राज्य :	आन्ध्र प्रदेश	मंडल :	सकीनेटी पल्ली		
जिले :	पूर्व गोदावरि	गांव :	केसावादासुपालेम		
आर.एस. नं	हैक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्स
1	2	3	4	5	6
557/3एआईजे	0	07	0	0	17½
557/3एआईके	0	07	0	0	17
557/3एआईएल	0	07	0	0	17
557/3एआईएम	0	07	0	0	17
557/3एआईएन	0	08	0	0	20
557/2ए 2	0	14	0	0	35
557/2बीपी	0	01	5	0	04½
558/2बीए	0	03	0	0	08½
559/पी. (जीपी)	0	02	0	0	05
518(जी.पी.)	0	07	5	0	19
519/1ए	0	07	5	0	19

1	2	3	4	5	6
570/3ए	0	03	0	0	07
570/2पी	0	00	5	0	01
570/2एपी	0	08	0	0	20
570/1पी	0	01	0	0	2½
570/3सी	0	03	0	0	07½
570/1ए	0	02	0	0	05½
570/1बीपी	0	02	0	0	05½
503/3पी	0	16	0	0	39
502/5एपी	0	07	5	0	18
499/14पी	0	01	0	0	03
194/12पी	0	00	5	0	01
357/1ए	0	05	0	0	12
357/एपी	0	02	0	0	05
357/1बीपी	0	08	0	0	20
368/पी	0	50	0	1	24
369/पी	0	48	0	1	18
370/पी	0	31	5	0	78
391/पी	0	01	0	0	03
390/9ए	0	08	5	0	21
390/9बी	0	04	5	0	11
कुल	2	75	5	6	81½

[सं. 12016/60/2006/ओ एन जी/डी ओ-III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4238.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum from "KV3 & KV6 to MORI EPS" in the A.P. State pipe line should be laid by the OIL & NATURAL GAS CORPORATION LTD.

And, whereas, it appears that for the purpose of laying the said pipe line, it is necessary to acquire the right of user in the land described in the schedule annexed here to:—

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may object within 21 days from the date of this

notification, to laying the pipe line under the land to the Competent Authority, Oil & Natural Gas Corporation Ltd., Rajahmundry Asset/K.G. Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

And every person making such an objection shall also state specifically whether he wished to be hear in persons or by legal Practitioner.

SCHEDULE

ROU Pipe Line from KV.3 & KV.6 to MORIEPS

State :	Andhra	Mandal:	Sakhinetipalli		
District :	Pradesh	Village:	Kesavada-supalem		
RO.	Hect- ares	Centi- ares	Acres	Cents	
S.O.No.	ares	ares			
1	2	3	4	5	6
557/3AIJ	0	07	0	0	17½
557/3AIK	0	07	0	0	17
557/3AIL	0	07	0	0	17
557/3AIM	0	07	0	0	17
557/3AIN	0	08	0	0	20
557/2A2	0	14	0	0	35
557/2BP	0	01	5	0	04½
558/2BA	0	03	0	0	08½
559/P(G.P.)	0	02	0	0	05
518(G.P.)	0	07	5	0	19
519/1A	0	07	5	0	19
570/3A	0	03	0	0	07
570/2P	0	00	5	0	01
570/2AP	0	08	0	0	20
570/3P	0	01	0	0	02½
570/1C	0	03	0	0	07½
570/1A	0	02	0	0	05½
570/1BP	0	02	0	0	05½
503/3P	0	16	0	0	39
502/5AP	0	07	5	0	18
499/14P	0	01	0	0	03
494/12P	0	00	5	0	01
357/1A	0	05	0	0	12

	1	2	3	4	5	6
357/AP	0	02	0	0	0	05
357/IBP	0	08	0	0	0	20
368/P	0	50	0	1	24	
369/P	0	48	0	1	18	
370/P	0	31	5	0	78	
391/P	0	01	0	0	03	
930/9A	0	08	5	0	21	
390/9B	0	04	5	0	11	
TOTAL	2	75	5	6	81½	

[No. 12016/60/2006-ONG/DO-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4239.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 757 तारीख 23-02-2005 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ. एन. जी. सी. के. जी. बेसिन, राजामुद्रि एस्ट द्वारा आन्ध्र प्रदेश राज्य में कैकलुरु-5 से लिंगाल 1 जी.जी.एस. (द्वारा) लिंगाल-8 परियोजना तक माध्यम से गैस के परिवहन के लिये पाइप लाइन बिछाने के परियोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 14-07-05 से उपलब्ध करा दी गई थीं;

और पाइप लाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुमति कर दिया गया है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइप लाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिये उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देते हैं कि पाइप लाइन बिछाने के लिए भूमि में उपयोग के अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए पाइप लाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार, इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन होते हुए सभी विस्तारमें से मुक्त ओ.एन.जी.सी. के जी. बेसिन राजमुद्रि, एसट में निहित होगा।

अनुसूची

आर.ओ.यू. पाइप लाइन : कैकलुरू-5 से लिंगाल 1 जी. जी. एस.
(द्वारा) लिंगाल-8

राज्य :	आनंद प्रदेश	मंडल :	मुदिनेपल्ली		
जिला :	पूर्व गोदावरि	गांव :	चिगुरुकोट्य		
आर.एस. नं	हैक्टेएर्स	एस	सेन्टेएर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
186/3ए2पी	0	00	5	0	01½
186/2डो2पी	0	00	5	0	00½
186/2सो2	0	00	5	0	01
186/1ज1	0	01	0	0	02½
186/2बै2पी	0	00	5	0	01
186/2ए2पी	0	00	5	0	01½
186/1ज4	0	00	5	0	01
186/1ज3	0	01	0	0	08
186/1ज2	0	01	0	0	02
187/2डो2	0	02	5	0	06
187/2डो1	0	02	5	0	06
187/1ए2	0	06	5	0	16
188/2बै3	0	08	0	0	07
188/2बै3	0	01	0	0	08
189/7सो1	0	03	0	0	07
189/6सो1	0	08	0	0	07
189/2सो1	0	02	5	0	06
189/1जी1	0	01	0	0	08
365/1स्म3	0	08	0	0	08
365/1स्म2	0	05	5	0	13
368/1स्म1	0	00	5	0	01½
188/24	0	02	0	0	05
188/1जी1	0	02	0	0	05
214/1ए	0	04	5	0	11
214/जीपी	0	02	0	0	05

1	2	3	4	5	6
213/2पी	0	02	0	0	05
199/3सोपी	0	05	0	0	12
199/3जी1	0	00	5	0	01
163/1जी	0	01	5	0	26
201/1ए	0	20	5	0	51
160/1	0	01	5	0	04
161/2जी	0	26	5	0	66
160/2	0	01	0	0	02
161/2ए	0	03	0	0	08
161/1जी	0	06	5	0	16
162/6पी	0	10	5	0	26
162/5पी	0	06	0	0	15
163/1इ	0	02	5	0	06
163/3ए	0	01	0	0	03
162/1जी	0	05	5	0	14
163/3जी	0	02	5	0	06
163/1ए	0	07	0	0	17
163/1सी	0	02	5	0	06
104/2सी	0	06	5	0	16
104/2	0	18	5	0	46
106/पी	0	01	5	0	04
109/पी	0	05	5	0	12
231/3	0	01	0	0	08
231/1.2	0	02	5	0	06
230/1पी	0	01	0	0	02
228/पी	0	05	5	0	14
215/2सोपी	0	08	0	0	20
215/2जीपी	0	04	0	0	10
215/2जीपी	0	05	0	0	12
TOTAL:	2	23	5	5	52½

[सं. 12016/66/2006-ओ.एन.जी./डीओ-III]

ओ.पी. बनवारी, अवर सचिव

New Delhi, the 16 October, 2006

S.O. 4239.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 757 dated 23-2-2005 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals

Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that Notification for the purpose of laying pipeline Kaikaluru 5 to Lingala # 1GGS (Via) Lingala # 8 in the State of Andhra Pradesh, a pipeline should be laid by ONGC-RJY;

And whereas copies of the said Gazette Notifications were made available to the public on 14-07-2005;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

ROU Pipe Line from KAIKALUR #5 TO LINGALA # 1GGS, (Via) LINGALA #8

State	Andhra		Mandal	Mundenepalli	
	Pradesh	Krishna			
R.S.No.	Hect-	Ares	Centi-	Acres	Cents
			ares		
186/3A2P	0	00	5	0	01½
186/2D2P	0	00	5	0	00½
186/2C2	0	00	5	0	01
186/1E1	0	01	0	0	02½
186/2B2P	0	00	5	0	01
186/2A2P	0	00	5	0	01½
186/1E4	0	00	5	0	01
186/1E3	0	01	0	0	03
186/1E2	0	01	0	0	02
187/2D2	0	02	5	0	06
187/2D1	0	02	5	0	06

1	2	3	4	5	6
187/1A2	0	06	5	0	16
188/2B3	0	03	0	0	07
188/2A3	0	01	0	0	03
189/7C1	0	03	0	0	07
189/6C1	0	03	0	0	07
189/2C1	0	02	5	0	06
189/1C1	0	01	0	0	03
365/1M3	0	03	0	0	08
365/1M2	0	05	5	0	13
368/1M1	0	00	5	0	01½
188/2A4	0	02	0	0	05
188/1B1	0	02	0	0	05
214/1A	0	04	5	0	11
214/BP	0	02	0	0	05
213/2P	0	02	0	0	05
199/3CP	0	05	0	0	12
199/3B1	0	00	5	0	01
163/1B	0	01	5	0	26
201/1A	0	20	5	0	51
160/1	0	01	5	0	04
161/2B	0	26	5	0	66
160/2	0	01	0	0	02
161/2A	0	03	0	0	08
161/1P	0	06	5	0	16
162/6P	0	10	5	0	26
162/5P	0	06	5	0	15
163/1E	0	02	5	0	06
163/3A	0	01	0	0	03
162/1P	0	05	5	0	14
163/3B	0	02	5	0	06
163/1A	0	07	0	0	17
163/1C	0	02	5	0	06
104/2C	0	06	5	0	16
104/2	0	18	5	0	46
106/P	0	01	5	0	04
109/P	0	05	5	0	12
231/3	0	01	0	0	03
231/1,2	0	02	5	0	06
230/1P	0	01	0	0	02
228/P	0	05	5	0	14
215/2CP	0	08	0	0	20
215/2BP	0	04	0	0	10
215/2BP	0	05	0	0	12
TOTAL:	2	23	5	5	52½

[No. 12016/66/2006-ONG/DO-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4240.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में आर.ओ.यू. पाइप लाइन जी.एम.ए.एफ. से जि.एम.ए.ए. तक पेट्रोलियम के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और, अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिए एतदपाबद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतदद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्राभाग राजामन्द्र एसट/के. जी. बेसिन, ओ.एन.जी.सी. गोदावरि भवन, राजामन्द्र, आन्ध्र प्रदेश अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर.ओ.यू. पाइप लाइन : जी. एम. ए. एफ. से जि. एम. ए. ए.

राज्य :	आन्ध्र प्रदेश	मंडल :	उप्पालागुप्तम		
जिले :	पूर्व गोदावरि	गांव :	चल्लापाल्ली		
आर.एस. नं	हैक्टर्स	एस	सेट्टर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
75-1बी	0	06	5	0	16
75-2बी	0	04	0	0	10
753-2सी	0	02	5	0	06
751/2-5	0	02	5	0	06
753-2डी	0	01	5	0	04
753-2ई	0	02	0	0	05
753-2एफ	0	02	5	0	06
753-2जी	0	02	5	0	06
751/2-2	0	01	5	0	04
751/2-3	0	03	0	0	07

1	2	3	4	5	6
751/2-4	0	03	5	0	09
751/1-बी	0	03	0	0	08
751-2बी	0	03	5	0	09
750-2	0	06	0	0	15
749-1बी	0	03	0	0	07
752-2(जीपी)	0	02	5	0	06
718-2	0	06	5	0	00½
720-1बी	0	04	0	0	10
718-2	0	06	5	0	16
720-1बी	0	02	5	0	06
720-2बीपी	0	04	0	0	10
720-2बीपी	0	07	0	0	17
721-1बी	0	03	0	0	07
721-2बी	0	07	0	0	17
722-1बी	0	06	0	0	15
722-2बी	0	04	5	0	11
736/2-2(जीपी)	0	03	0	0	08
739-1बी	01	02	5	0	06
739-1बी	0	05	5	0	13
739-2बी	0	01	0	0	02
739-1बी	0	04	0	0	10
741/2-2(जीपी)	0	02	0	0	05
योग	1	12	0	2	77-1/2

राज्य : आन्ध्र प्रदेश मंडल : उप्पालागुप्तम
जिले : पूर्व गोदावरि गांव : एस. यानाम

आर.एस. नं	हैक्टर्स	एस	सेट्टर्स	एकड़	सेन्ट्स
28/1बी	0	01	5	0	04
28/2बी	0	10	0	0	25
28/3बी	0	08	5	0	21
29/2-4बी	0	05	0	0	12
84-1ए	0	05	5	0	14
83/2ए	0	02	5	0	06
83/3ए	0	02	5	0	06
योग	0	35	5	0	88

[सं. 12016/62/2006-ओ एन जी/डी ओ III]
ओ. पी. बनवारी, अवर सचिव

New Delhi, the 16th October, 2006

S. O. 4240.—Whereas it appears to the Central Government that is necessary in the public interest that for the transport of petroleum from "GMAF to GMAA" in the A.P. state pipeline should be laid by the OIL & NATURAL GAS CORPORATION LTD.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed here-to:

Now therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may object within 21 days from the date of this notification, to laying the pipeline under the land to the Competent Authority Oil & Natural Gas Corporation Ltd., Rajahmundry Asset/K.G. Basin, Godavari Bhavan, Base Complex, Rajahmundry, Andhra Pradesh.

And every person making such an objections shall also state specifically whether he wised to be hear in persons or by legal Practitioner.

SCHEDULE

R.O.U. Pipeline from GMAF to GMAA

State : Andhra Pradesh Mandal : Uppalaguptam
Distt. : East Godavari Village : Challapalli

R.S. No.	Hectares	Ares	Centi- ares	Acres	Cents
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1	2	3	4	5	6
75-18	0	06	5	0	16
75-2B	0	04	0	0	10
753-2C	0	02	5	0	06
751/2-5	0	02	5	0	06
753-2D	0	01	5	0	04
153-2E	0	02	0	0	05
753-2F	0	02	5	0	06
753-2G	0	02	5	0	06
751/2-2	0	01	5	0	04
751/2-3	0	03	0	0	07
751/2-4	0	03	5	0	09
751/1-B	0	03	0	0	08
751-2B	0	03	5	0	09
750-2	0	06	0	0	15
749-1B	0	03	0	0	07
752-2(G.P)	0	02	5	0	06
718-2	0	00	5	0	00½
720-1B5	0	04	0	0	10
718-2	0	06	5	0	16
720-1B	0	02	5	0	06
720-2Bp	0	04	0	0	10
720-2Bp	0	07	0	0	17
721-1B	0	03	0	0	07
721-2B	0	07	0	0	17
722-1B	0	06	0	0	15

1	2	3	4	5	6
722-2B	0	04	5	0	11
736/2-2(GP)	0	08	0	0	08
739-1B2	0	02	5	0	06
739-1B3	0	06	5	0	13
739-2B	0	01	0	0	02
739-1B3	0	04	0	0	10
741/2-2(GP)	0	02	0	0	06
Total	1	12	0	2	77½

State : Andhra Pradesh Mandal : Uppalaguptam
District : East Godavari Village : S. Yanam

R.S. No.	Hectares	Ares	Centi-Acres	Ares	Cents
28/1B	0	01	5	0	04
28/2B	0	10	0	0	25
28/3B	0	08	5	0	21
29/2-4b	0	06	0	0	12
84-1A2	0	06	5	0	14
83/2A	0	02	5	0	06
83/3A	0	02	5	0	06
Total:	0	35	5	0	88

[No.12016/62/2006-ONG/DO-III]

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4241-केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 743 तारीख 23-2-2005 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के जी. जी. बेसिन, राजामंड्रि एसट द्वारा आन्ध्र प्रदेश राज्य में टिपिडि.सि. से टाटिपाका-8 परियोजना तक माध्यम से गैस के परिवहन के लिए पाइप लाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 22-7-2005 से उपलब्ध कराए गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुमति दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिये उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार, इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन होते हुए, सभी विल्लंगमों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजार्मांड्रि एसट में निहित होगा।

अनुसूची

आर ओ. यू. पाइपलाइन : डि.पि.डि.सि. से ताटिपाका-8

राज्य : आन्ध्र प्रदेश	मंडल : मामिडिकुदुरु				
जिला : पूर्व गोदावारि	गांव : गेडाडा				
आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्टस
82/2बी	0	12	0	0	30
79/2	0	01	0	0	03
योग	0	13	0	0	33

राज्य : आन्ध्र प्रदेश	मंडल : मामिडिकुदुरु				
जिला : पूर्व गोदावारि	गांव : कडालि सिवरु वेगिवारिपालेम				
आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्टस
350/1आप्ट, 2आप्ट	0	06	0	0	15
350/1आप्ट	0	04	0	0	10
347/1ए5	0	03	0	0	08
346/2ए2	0	09	5	0	23
335/1	0	04	0	0	10
योग	0	26	5	0	66

[सं. ओ-12016/8/2006-ओ एन जी/डी ओ-III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 16th October, 2006

S.O.4241.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 743 dated 23-2-2005 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipe lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying

33766/1/06-5

pipeline TPDC to TATIPAKA - 8 in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 22-07-2005 :

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And Whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule.

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

R.O.U. Pipe line from TPDC to TATIPAKA-8

State : Andhra Pradesh	Mandal : Mamidikuduru				
Distt. : East Godavari	Village : Geddada				
R.S. No.	Hectares				
1	2	3	4	5	6
82/2B	0	12	0	0	30
79/2	0	01	0	0	03
Total	0	13	0	0	33

State : Andhra Pradesh
Distt. : East Godavari

Mandal : Mamidikuduru
Village : Vegivaripalem

H/o Kadali

R.S. No.	Hectares	Are	C. Ares	Acres	Cents
1	2	3	4	5	6
350/1Apt, 2Apt	0	06	0	0	15
350/1Apt	0	04	0	0	10
347/1A5	0	03	0	0	08
346/2A2	0	09	5	0	23
335/1	0	04	0	0	10
Total	0	26	5	0	66

[No. O-12016/8/2006-ONG/DO III]

O. P. BANWARI, Under Secy.

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4242—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 765 तारीख 23-02-2005 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के जी. बेसिन, राजामंड्रि एसट द्वारा आन्ध्र प्रदेश राज्य में एल.जी.डी.डी. से जि.सि.एस. लिंगला परियोजना तक माध्यम से गैस के परिवहन के लिए पाइप लाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय को घोषित की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 14-07-2005 से उपलब्ध करा दी गई थीं;

और पाइप लाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुनादित कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइप लाइन बिछाने के लिये अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइप लाइन बिछाने के लिये उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइप लाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार, इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लगमों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजामंड्रि एसट में निहित होगा।

अनुसूची

आर.ओ. यू. पाइप लाइन : एल.जी.डी.डी. से जि.सि.एस. लिंगला

राज्य : आन्ध्र प्रदेश	मंडल : मुदनेपल्ली		
जिला : पूर्व गोदावारी	गांव : चिकुरुकोटी		
आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस
377/3बी2	0	10	0
377/3बी1	0	05	5
367/1ए1	0	06	0
367/1ए2	0	02	5
योग	0	24	10
			06

[सं. 12016/64/2006-ओ एन जी/डी ओ III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4242.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 765 dated 23-2-2005 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (herein after referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line LGDD to GCS LINGALA in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJP;

And whereas copies of the said Gazette Notifications were made available to the public from 14-7-2005

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And Whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And Whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule.

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipe line;

And further in exercise of the powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

R.O.U. Pipeline from LGDD to LINGALA GCS

State : Andhra Pradesh	Mandal : Mudenepalli					
Distt. : East Godavari	Village : Chigurukota					
R.S. No.	Hectares	Ares	C.	Ares	Acres	Cents
1	2	3	4	5	6	7
377/3B2	0	10	0	0	0	25
377/3B1	0	05	5	0	0	14
367/1A1	0	06	0	0	0	15
367/1A2	0	02	5	0	0	06
Total	0	24	10	0	0	60

[No. 12016/64/2006-ONG/DO III]

O. P. BANWARI, Under Secy.

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4243—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 764 तारीख 23-02-2005 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के. जी. बेसिन, राजामंड्रि एसट द्वारा आन्ध्र प्रदेश राज्य में पी.ओ.डी.ए. से पोन्नामंडा ई.पी.एस. परियोजना तक माध्यम से गैस के परिवहन के लिए पाइप लाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 29-7-2005 से उपलब्ध करा दी गई थीं;

और पाइप लाइन बिछाने के संबंध में जनता से प्राप्त आशेषों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुजात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइप लाइन बिछाने के लिये अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइप लाइन बिछाने के लिये उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार, इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन होते हुए, सभी विलगमां से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजामंड्रि एसट में निहित होगा।

अनुसूची

राज्य : आन्ध्र प्रदेश	मंडल : राजोल				
जिला : पूर्व गोदावारि	गांव : पोन्नामंडा				
आरएस. नं.	हेक्टेएर्स	एस	सेन्टेएर्स	एकड़	सेन्ट्स
544/2बी	0	05	0	0	12
544/3सी	0	04	0	0	10
544/1बी	0	09	5	0	24½
543/1बी	0	14	0	0	35
513/5बी	0	09	5	0	23
513/2बी	0	06	0	0	15½
513/3बी	0	01	0	0	02
513/4बी	0	08	5	0	21
513/1डी	0	05	5	0	13
513/1सी	0	03	0	0	07
513/1बी	0	06	0	0	15½
514/4बी	0	09	0	0	22½
514/3बी	0	03	0	0	07½
514/2बी	0	04	5	0	11
514/1बी	0	10	5	0	26½
515/1ए	0	17	5	0	43½
515/1पी	0	10	5	0	26½
515/1बी	0	09	5	0	24
494/11बी	0	03	5	0	09½
494/9बी	0	04	0	0	10
494/8बी	0	04	0	0	10½
494/7बी	0	04	0	0	10
494/6बी	0	04	5	0	11
494/5बी	0	04	5	0	11
494/4बी	0	03	5	0	09½
494/2बी	0	03	0	0	07
494/3बी	0	01	5	0	04½
494/1ए	0	03	0	0	07½
491/4डी	0	05	0	0	12½
491/4सी	0	32	5	0	80
489/2(जीपी)	0	18	5	0	46
490/2(जीपी)	0	05	5	0	13
497/2(रेड)	0	03	0	0	07
जोड़	2	38	5	5	89

[सं. 12016/63/2006-ओएनजी/डीओ III]

ओ.पी. बनवारी, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4243.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 764 dated 23-2-2005 issued under Sub-Section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line PODA to Ponnamanda EPS in the State of Andhra Pradesh, a pipeline should be laid by the ONGC-RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 29-7-2005;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

ROUTE PIPE LINE FROM PODA TO PONNAMANDA EPS

State	Andhra Pradesh		Mandal	Razole	
District	East Godavari		Village	Ponnamanda	
R.S. No.	Hectares	Ares	Centi	Acres	Cents
			Ares		
544/2B	0	05	0	0	12
544/3C	0	04	0	0	10
544/1B	0	09	5	0	24½
543/1B	0	14	0	0	35
513/5B	0	09	5	0	23
513/2B	0	06	0	0	15½
513/3B	0	01	0	0	02

(1)	(2)	(3)	(4)	(5)	(6)
513/4B	0	08	5	0	21
513/1D	0	05	5	0	13
513/1C	0	03	0	0	07
513/1B	0	06	0	0	15½
514/4B	0	09	0	0	22½
514/3B	0	03	0	0	07½
514/2B	0	04	5	0	11
514/1B	0	10	5	0	26½
515/1A	0	17	5	0	43½
515/P	0	10	5	0	26½
515/1B	0	09	5	0	24
494/11B	0	03	5	0	09½
494/9B	0	04	0	0	10
494/8B	0	04	0	0	10½
494/7B	0	04	0	0	10
494/6B	0	04	5	0	11
494/5B	0	04	5	0	11
494/4B	0	03	5	0	09½
494/2B	0	03	0	0	07
494/3B	0	01	5	0	04½
494/1A	0	03	0	0	07½
491/4D	0	05	0	0	12½
491/4C	0	32	5	0	80
489/2(G.P.)	0	18	5	0	46
490/2(G.P.)	0	05	5	0	13
497/2(ROAD)	0	03	0	0	07
TOTAL	2	38	5	5	89

[No. 12016/63/2006-ONG/DO-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4244.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 766 तारीख 23-02-2005 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के. जी. बेसिन, राजामंड्रि एसट द्वारा आन्ध्र प्रदेश राज्य में उडलारेवु से एस. यानाम अनलोडिंग पोइंट परियोजना तक माध्यम से गैस के परिवहन के लिए पाइप लाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 23-12-2005 से उपलब्ध करा दी गई थीं;

और पाइप लाइन बिछाने के संबंध में जनता से प्राप्त आशेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुशासन कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिये उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बाजे, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार, इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लगमों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजार्मद्वि एसट में निहित होगा।

अनुसूची

आर.ओ.यू. पाइप लाइन : कॉडलसरेवु से एस. यानाम अनलोडिंग पोइंट

राज्य : आन्ध्र प्रदेश	मंडल : अल्लावाराम				
जिला : पूर्व गोदावरि	गांव : कॉडलसरेवु				
आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्स
(1)	(2)	(3)	(4)	(5)	(6)
949/1बीपी	0	07	5	0	18
949/1बीउपी	0	09	0	0	22
949/1बीटपी	0	06	5	0	16
949/2पी	0	17	0	0	42
968	0	05	0	0	12
969/1ए	0	03	0	0	08
969/1बी2	0	03	0	0	07
969/1सी1	0	19	0	0	47
969/2ए	0	01	0	0	03

(1)	(2)	(3)	(4)	(5)	(6)
970/1बी	0	27	5	0	68
980/4	0	15	0	0	37
980/3	0	07	5	0	18
963/4बी1	0	01	5	0	04
980/2	0	22	0	0	54
964/5सी	0	07	5	0	18
961/5बी	0	08	0	0	20
963/4इ3	0	07	5	0	19
963/4इ2	0	08	0	0	08
963/4इ12	0	05	5	0	13
963/4सी1	0	00	5	0	00½
963/4ए2	0	15	0	0	37
962/पी(जीपी)	0	09	5	0	24
योग	2	00	5	4	95½

राज्य : आन्ध्र प्रदेश	मंडल : अल्लावाराम				
जिला : पूर्व गोदावरि	गांव : बेन्डामुरुलंका				
आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्स
(1)	(2)	(3)	(4)	(5)	(6)
786/3एपी	0	04	0	0	10
786/3बीपी	0	03	0	0	08
787/5सीपी	0	03	0	0	08
787/2बी	0	03	5	0	09
787/2एपी	0	05	0	0	12
787/1बी	0	05	0	0	12
788/2सी	0	04	5	0	11
788/2बीपी	0	03	0	0	07
788/1बीपी	0	00	5	0	01
788/2ए	0	02	0	0	05
789/2(जीपी)	0	02	0	0	05
804/2बीपी	0	03	0	0	08
804/2इपी	0	02	0	0	05
804/2डी	0	01	5	0	04
804/2सीपी	0	05	5	0	13
802/पी	0	12	0	0	30
717/1बी	0	05	0	0	12
715/6बी	0	04	0	0	10
803/10	0	05	5	0	13
803/9पी	0	05	5	0	13
803/7बी	0	07	5	0	18
803/7ए	0	02	0	0	05
800/10पी	0	00	5	0	01

(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)
800/4पी	0	05	5	0	14	82/2डी2	0	02	0	0	05
800/5पी	0	01	0	0	03	82/2सी2	0	00	5	0	01
802/2पी	0	04	5	0	11	82/3बी	0	06	0	0	15
802/1पी	0	00	5	0	01	82/5ए	0	01	0	0	03
799/3	0	03	5	0	09	82/5बी	0	01	5	0	04
799/2	0	01	0	0	02	82/1बी	0	03	0	0	08
820/2बी(जीपी)	0	01	0	0	02	83/1	0	02	5	0	06
820/1सी(जीपी)	0	08	5	0	21	83/2	0	03	0	0	07
820/1बी(जीपी)	0	03	5	0	09	83/2बी	0	00	5	0	01
821/2	0	15	5	0	38	99/3ए	0	06	0	0	15
822/2बी	0	14	0	0	35	99/4बी	0	05	5	0	14
822/1बी	0	07	5	0	19	99/5बी	0	02	5	0	06
822/1बी	0	07	0	0	17	99/6ए2	0	05	5	0	14
823/2(जीपी)	0	02	0	0	05	99/5सी	0	03	5	0	09
724/3	0	04	0	0	10	99/1बी(जीपी)	0	00	5	0	01
724/2	0	24	5	0	60	98/2बी	0	05	5	0	13
723/1ई2	0	01	0	0	03	98/4बी2	0	04	0	0	10
723/1ई2	0	03	5	0	09	99/5सी2	0	05	5	0	13
723/1बी2	0	05	0	0	12	115/1बी	0	08	5	0	21
717/2बी	0	07	5	0	19	115/2ए	0	04	0	0	10
723/1ए2	0	02	5	0	06	115/2बी	0	02	5	0	06
717/1सी	0	04	5	0	11	115/3ए	0	01	5	0	04
718/5बी	0	16	5	0	41	135/1सी	0	04	0	0	10
714/5बी	0	14	0	0	34	116/3बी	0	06	5	0	16
715/1बी	0	04	5	0	11	123/1ए3	0	05	5	0	13
697/7बी	0	04	0	0	10	124/2(जीपी)	0	02	5	0	06
715/7बी	0	06	0	0	15	123/1ए2	0	09	0	0	22
697/6बी	0	04	5	0	11	123/1ए1	0	10	0	0	25
697/5बी	0	02	0	0	05	121/4बी2	0	01	0	0	03
697/3बी	0	06	0	0	15	121/3बी2	0	03	0	0	08
100/3बी	0	03	0	0	07	121/3बी3	0	04	5	0	11
100/2बी	0	03	0	0	08	135/1डी	0	03	0	0	08
100/4बी	0	03	0	0	07	135/2बी	0	10	5	0	26
100/12बी	0	27	5	0	68	133/1बी	0	02	5	0	06
697/4बी	0	02	5	0	06	133/1सी	0	06	0	0	15
697/1बी	0	03	5	0	09	136/2(जीपी)	0	02	5	0	06
135/1बी	0	04	0	0	10	137/1बी2	0	00	5	0	00½
104/4सी	0	04	5	0	11	137/3बी	0	01	5	0	04
104/4बी	0	08	5	0	21	137/4बी(जीपी)	0	01	0	0	01½
104/1बी	0	13	0	0	32	138/2(जीपी)	0	04	0	0	10
103/1बी(जीपी)	0	02	0	0	05	168/2	0	16	0	0	40
82/8बी	0	02	0	0	09	169/2बी	0	10	5	0	26

(1)	(2)	(3)	(4)	(5)	(6)
172/1सी2	0	01	0	0	02
172/2ए	0	06	0	0	15
172/1सी3	0	05	0	0	12
172/2बी	0	02	0	0	05
168/3	0	01	0	0	02
TOTAL	5	46	5	13	50

राज्य : आन्ध्र प्रदेश	मंडल : अल्लावाराम
जिला : पूर्व गोदावारि	गांव : तुम्मालापाल्ली
आर.एस. नं.	हेक्टेएस
173/पी(जीपी)	0 05
199/1ए2	0 01
200/1बीपी	0 00
199/3पी	0 01
201/2ए2	0 04
201/2ए2	0 02
199/1ए1	0 08
200/3बी	0 04
199/2पी	0 11
200/3ए	0 03
387/2ए	0 02
200/2पी	0 02
387/1पी	0 09
387/2बी	0 05
388/पी	0 09
390/1पी	0 07
390/2पी	0 01
386/पी(जीपी)	0 02
385/5पी	0 01
381/1पी	0 06
381/2पी	0 02
381/3पी	0 01
383/1	0 06
383/2	0 15
382/1	0 01
382/1पी	0 02
382/2पी	0 01
382/2पी	0 02
382/3पी	0 03
382/4पी	0 03
364/3बीपी	0 00
364/3ईपी	0 03

(1)	(2)	(3)	(4)	(5)	(6)
364/उडीपी	0	03	0	0	08
364/1ईपी	0	03	0	0	08
364/3सीपी	0	00	5	0	01
376/1	0	05	0	0	12
364/2बीपी	0	05	0	0	12
364/2एपी	0	11	0	0	27
377/पी(जीपी)	0	02	5	0	05
361/1पी	0	08	0	0	20
341/2बी	0	03	0	0	07
362/2पी	0	01	5	0	04
318/1पी	0	11	0	0	27
362/3	0	19	0	0	47
348/2बी	0	01	0	0	03
346/पी(जीपी)	0	02	0	0	05
344/पी(जीपी)	0	03	0	0	07
325/3ए	0	04	0	0	10
325/3बी	0	09	5	0	24
325/4ए	0	07	0	0	17
325/4ए	0	03	0	0	07
325/4बी	0	03	0	0	08
325/5पी	0	03	0	0	07
326/1पी	0	07	5	0	18
326/2सीपी	0	03	0	0	08
341/1बीपी	0	01	5	0	04
341/1डीपी	0	01	5	0	04
341/2ए	0	03	0	0	07
341/4पी	0	11	5	0	28
341/3पी	0	00	5	0	01
342/5पी	0	04	0	0	10
342/6पी	0	11	5	0	29
जोड़	2	80	5	6	93

राज्य : आन्ध्र प्रदेश	मंडल : अल्लावाराम
जिला : पूर्व गोदावारि	गांव : कोमरागिरिपटनम
आर.एस. नं.	हेक्टेएस
1215/2पी	0 12
1215/3पी	0 15
1215/4पी	0 07
1215/5पी(जीपी)	0 03
1214/1पी	0 21
1214/3पी	0 03

(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)
1241/1पी	0	08	0	0	20	1271/3ए	0	04	0	0	10
1275/4ए१	0	01	0	0	03	1271/3डी	0	01	0	0	02
1241/2पी	0	05	5	0	13	1271/3बी	0	04	0	0	10
1242/3पी	0	11	5	0	28	1271/3सी	0	04	0	0	10
1242/2एपी	0	04	0	0	10	1270(जीपी)	0	03	0	0	07
1242/2बी१	0	01	0	0	02	1269/3बी	0	07	5	0	19
1242/जीएपी	0	00	5	0	01	1269/2सी	0	10	5	0	26
1242/2बी२	0	05	0	0	12	1269/3सी	0	01	5	0	04
1242/6सोपी	0	03	0	0	08	1268/पी	0	09	0	0	22
1242/6डीपी	0	02	0	0	05	1268/पी-पौँड	0	27	0	0	67
1242/6बीपी	0	04	0	0	10	1442/1ए	1	01	5	0	04
1247/5पी	0	06	0	0	15	1463(जीपी)	0	02	5	0	06
1247/7पी	0	08	0	0	20	1462/1ए	0	03	0	0	08
1247/8एपी	0	03	0	0	07	1466/2	0	24	5	0	61
1247/9एपी	0	02	0	0	05	1462/2बी	0	08	0	0	20
1247/8बोपी	0	04	5	0	11	1442/1सी	0	15	5	0	38
1250/1(जीपी)	0	01	0	0	03	1442/2	0	03	0	0	08
1250/2(जीपी)	0	13	0	0	32	1458/1पी	0	35	0	0	87
1250/3बी१	0	00	5	0	01	1457/2पी	0	20	0	0	49
1250/3बी२	0	06	0	0	15	1457/1पी	0	08	0	0	20
1250/4बी१	0	04	5	0	11	1467/पी(जीपी)	0	08	0	0	20
1250/4बी२	0	02	0	0	05	जोड़	4	41	5	10	91
1250/4सी	0	04	5	0	11						
1275/4ए२	0	01	5	0	04	राज्य : आन्ध्र प्रदेश					
1275/4बी	0	03	5	0	09	मंडल : अल्लावाराम					
1275/5ए	0	02	0	0	07	जिला : पूर्व गोदावारि					
1275/11ए	0	02	0	0	05	गांव : गुन्डुपुडी					
1275/11बी	0	01	0	0	02	आर.एस. नं.	हेक्टेएर्स	एर्स	सेट्टेएर्स	एकड़	सेन्ट्रस
1275/12ए	0	02	0	0	05	610/2(जीपी)	0	02	5	0	06
1275/12बी	0	01	0	0	03	611/3बी	0	01	0	0	03
1275/4सी	0	03	5	0	09	609/2बी	0	14	5	0	36
1275/5बी	0	02	0	0	05	609/1सी२	0	01	5	0	04
1275/5सी	0	05	0	0	12	608/2बी	0	03	0	0	08
1275/8एपी	0	07	0	0	17	608/3बी	0	07	5	0	19
1275/8बीपी	0	04	0	0	10	593/1(जीपी)	0	03	0	0	08
1274/1पी	0	07	0	0	17	606/2(जीपी)	0	03	0	0	08
1274/2बी	0	09	5	0	24	605/2	0	28	5	0	71
1271/1पी	0	05	5	0	14	683/2ए२	0	00	5	0	01
1271/2ए	0	11	0	0	27	682/2(जीपी)	0	03	0	0	07
1271/2बी१	0	02	5	0	06	683/2ए३	0	10	0	0	25
1274/2ए	0	03	0	0	08	683/2बी२	0	08	0	0	20
1271/2बी२	0	02	0	0	05	684/1बी२	0	11	5	0	29

राज्य : आन्ध्र प्रदेश	मंडल : अल्लावाराम
जिला : पूर्व गोदावारि	गांव : गुन्डुपुडी
आर.एस. नं.	हेक्टेएर्स
एर्स	सेट्टेएर्स
एकड़	सेन्ट्रस
610/2(जीपी)	0 02 5 0 06
611/3बी	0 01 0 0 03
609/2बी	0 14 5 0 36
609/1सी२	0 01 5 0 04
608/2बी	0 03 0 0 08
608/3बी	0 07 5 0 19
593/1(जीपी)	0 03 0 0 08
606/2(जीपी)	0 03 0 0 08
605/2	0 28 5 0 71
683/2ए२	0 00 5 0 01
682/2(जीपी)	0 03 0 0 07
683/2ए३	0 10 0 0 25
683/2बी२	0 08 0 0 20
684/1बी२	0 11 5 0 29
689/2बी३	0 04 0 0 10

(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)
685/2(जीपी)	0	03	0	0	07	524/2(जीपी)	0	02	5	0	06
689/2ए2	0	03	0	0	07	525/3बी	0	19	0	0	47
289/2सी1	0	01	0	0	02	527/3	0	06	5	0	16
689/2बी4	0	03	5	0	09	527/2	0	05	5	0	24
689/2बी2	0	03	5	0	09	541/5बी	0	07	5	0	18
689/1बी	0	03	0	0	07	541/4बी	0	03	5	0	09
690/2ए2	0	05	0	0	12	541/1बी	0	03	5	0	09
690/2ए3	0	05	5	0	13	541/5ए	0	02	0	0	05
690/2बी1/2	0	07	5	0	19	544/4ए	0	00	5	0	01
690/2बी2/2	0	03	0	0	08	540/3बी	0	14	0	0	34
691/2बी	0	07	5	0	18	540/2बी	0	11	5	0	28
692/2ए2	0	08	5	0	21	540/1बी2	0	07	5	0	18
692/2बी2	0	09	0	0	22	545/2(जीपी)	0	02	0	0	05
692/2सी2	0	03	0	0	07	546/2बी	0	19	0	0	47
692/2डी2	0	03	0	0	07	569/4सी	0	05	0	0	07
698/3ए2	0	01	5	0	04	516/1सी	0	04	5	0	11
698/3बी1	0	11	5	0	29	546/1बी	0	03	5	0	09
701/2ए	0	02	0	0	05	570/2डी	0	01	0	0	03
701/1बी	0	28	0	0	69	570/2सी	0	05	0	0	12
702/1बी	0	12	5	0	31	570/2बी	0	05	5	0	13
702/1सी	0	13	5	0	33	570/1बी	0	06	0	0	15
702/1डी	0	5	5	0	13	569/3सी	0	01	0	0	03
जोड़	2	45	5	6	7	569/4बी	0	02	5	0	06

राज्य : आन्ध्र प्रदेश	मंडल : अल्लावाराम			
जिला : पूर्व गोदावारि	गांव : देवागुपतम			
आर.एस. नं.	हेक्टेएस			
504/2(जीपी)	0 00	5	0	01
505/1(जीपी)	0 01	5	0	04
503/2	0 12	0	0	30
506/1बी	0 10	0	0	25
508/3सी2	0 03	0	0	08
508/3बी2	0 02	0	0	05
508/3बी3	0 03	5	0	09
508/3ए2	0 08	0	0	20
508/2बी	0 03	5	0	09
508/1बी	0 00	5	0	01
507/1(जीपी)	0 01	5	0	04
509/2(जीपी)	0 07	0	0	17
518/2(जीपी)	0 07	5	0	18
519/2बी	0 05	5	0	13

524/2(जीपी)	0	02	5	0	06
525/3बी	0	19	0	0	47
527/3	0	06	5	0	16
527/2	0	05	5	0	24
541/5बी	0	07	5	0	18
541/4बी	0	03	5	0	09
541/1बी	0	03	5	0	09
541/5ए	0	02	0	0	05
544/4ए	0	00	5	0	01
540/3बी	0	14	0	0	34
540/2बी	0	11	5	0	28
540/1बी2	0	07	5	0	18
545/2(जीपी)	0	02	0	0	05
546/2बी	0	19	0	0	47
569/4सी	0	05	0	0	07
516/1सी	0	04	5	0	11
546/1बी	0	03	5	0	09
570/2डी	0	01	0	0	03
570/2सी	0	05	0	0	12
570/2बी	0	05	5	0	13
570/1बी	0	06	0	0	15
569/3सी	0	01	0	0	03
569/4बी	0	02	5	0	06
569/2सी	0	00	5	0	01
569/3बी	0	04	5	0	11
569/2बी	0	04	0	0	10
568/1ए2	0	03	5	0	09
569/1बी	0	00	5	0	01
568/1बी2	0	04	5	0	11
568/4बी	0	01	5	0	04
568/1सी2	0	04	5	0	11
564/9बी	0	01	0	0	02
567/1ए	0	02	0	0	05
565/6ए3	0	05	5	0	14
565/4सी2	0	00	5	0	01
565/4डी2	0	04	5	0	11
565/6ए2	0	03	0	0	07
565/4बी2	0	04	5	0	11
565/6बी1	0	00	5	0	01
566/1बी	0	07	5	0	18
566/2ए	0	01	0	0	02
जोड़	2	59	0	6	40

राज्य : आन्ध्र प्रदेश		मंडल : अल्लावाराम			(1)	(2)	(3)	(4)	(5)	(6)	
जिला : पूर्व गोदावारि		गांव : सामन्तकुरु			354/15बी	0	01	0	0	02	
आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्स	354/16बी	0	05	5	0	13
69/2(जीपी)	0	05	0	0	12	354/12बी	0	07	5	0	18
66/3बी	0	05	5	0	13	354/6बी	0	03	0	0	08
66/2बी	0	07	0	0	17	354/5बी	0	06	5	0	16
66/1बी	0	07	0	0	17	354/4बी	0	07	0	0	17
67/2बी	0	11	0	0	27	355/7बी	0	08	0	0	20
67/1बी	0	10	5	0	26	354/2,	0	03	0	0	07
45/4ए	0	01	5	0	04	355/6सी	0	04	5	0	11
45/5बी(जीपी)	0	01	5	0	04	355/6बी	0	02	5	0	06
45/1बी	0	10	5	0	26	355/1बी	0	07	5	0	19
जोड़	0	18	5	1	46	359/3/2	0	10	5	0	26
						359/2/2	0	07	5	0	18
						370/8बी	0	04	5	0	11
राज्य : आन्ध्र प्रदेश		मंडल : अल्लावाराम			405/15सी	0	04	5	0	11	
जिला : पूर्व गोदावारि		गांव : छाल्लापालिल			358/2(जीपी)	0	02	0	0	05	
आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्स	366/5बी	0	14	0	0	35
521/3बी	0	05	5	0	14	366/4बी	0	05	0	0	12
521/4सी1	0	00	5	0	01	370/10बी	0	05	5	0	13
521/4बी1	0	01	0	0	03	377/5बी	0	07	5	0	18
521/4ए2	0	01	0	0	02	377/7बी	0	05	0	0	12
521/2बी	0	02	5	0	06	370/6बी2	0	06	0	0	15
521/1बी(जीपी)	0	03	0	0	08	370/6ए2	0	06	0	0	15
520/2(जीपी)	0	04	5	0	11	370/5बी	0	04	5	0	11
519/3सी	0	20	0	0	50	371/2(जीपी)	0	01	0	0	02
519/3बी	0	14	5	0	36	377/9ए	0	02	0	0	05
519/1बी2	0	03	5	0	09	377/8ए	0	01	0	0	03
519/1ए2	0	04	5	0	11	377/2सी	0	03	5	0	09
519/1ए3	0	00	5	0	01	377/2बी	0	04	5	0	11
519/12बी	0	09	0	0	22	377/1बी	0	06	5	0	16
518/11बी	0	13	0	0	32	376/9बी	0	12	0	0	30
518/10बी	0	05	0	0	12	376/5सी	0	10	5	0	26
518/6बी	0	01	0	0	02	376/6बी	0	03	0	0	08
518/1बी2	0	01	5	0	04	376/7बी	0	00	5	0	01
518/3बी	0	00	5	0	01	376/5बी	0	04	5	0	11
518/5सी	0	01	0	0	03	376/1बी	0	09	5	0	23
518/10सी	0	01	0	0	02	395/9बी	0	08	5	0	21
518/5बी	0	04	0	0	10	395/1बी	0	03	0	0	08
518/4ए2	0	07	0	0	17	395/8बी	0	12	5	0	31
517/13बी	0	07	5	0	19	395/4बी	0	03	5	0	09
517/12बी	0	6	0	0	15	395/5ए	0	01	0	0	03
517/10बी	0	05	5	0	13	395/7बी	0	04	0	0	10
354/21बी(जीपी)	0	01	0	0	02	395/2बी	0	02	5	0	06

(1)	(2)	(3)	(4)	(5)	(6)
395/6ए	0	01	0	0	02
398/2/2(जीपी)	0	01	0	0	03
402/1/3ए	0	03	0	0	07
402/2/2	0	05	0	0	12
401/1बी	0	14	0	0	34
401/2बी2	0	02	5	0	06
401/4बी	0	00	5	0	01
403/2(जीपी)	0	03	5	0	09
406/5बी	0	01	5	0	04
405/15बी	0	03	5	0	09
405/14बी	0	00	5	0	01
406/3बी	0	17	0	0	42
406/1सी	0	06	0	0	15
406/1बी	0	03	5	0	09
408/2बी	0	12	5	0	31
408/1बी	0	03	5	0	09
411/1/2(जीपी)	0	04	0	0	10
415/3बी	0	06	5	0	16
415/2ए2	0	05	0	0	12
415/2बी2	0	05	5	0	13
416/6बी	0	15	5	0	38
416/3ए	0	05	0	0	12
416/2बी	0	07	5	0	19
416/1बी	0	14	0	0	35
413/2(जीपी)	0	05	5	0	16
53/1बी	0	25	0	0	62
52/2(जीपी)	0	06	5	0	13
50/2	0	11	0	0	27
49/3	0	17	5	0	43
48/2	0	06	5	0	13
49/2	0	08	5	0	21
48/3	0	19	0	0	47
जोड़	5	94	5	14	69

(1)	(2)	(3)	(4)	(5)	(6)
137/2(जीपी)	0	02	0	0	05
136/7बी	0	07	5	0	19
136/3बी	0	09	5	0	23
136/4बी	0	01	0	0	03
136/7ए	0	08	5	0	21
133/1बी	0	05	5	0	13
133/1सी	0	06	5	0	16
133/1डी	0	03	0	0	07
132/4बी	0	05	5	0	13
132/5बी	0	05	0	0	12
132/3बी	0	05	5	0	14
131/1बी	0	07	0	0	17
131/2ए	0	01	0	0	02
130/4बी	0	03	0	0	07
130/2बी3	0	03	0	0	07
130/2बी2	0	02	0	0	05
TOTAL	1	10	0	2	11

[सं. 12016/67/2006—ओएनजी/डीओ III]

ओ.पी. बनवारी, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4244.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 766 dated 23-2-2005 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line **ODALAREVU** to **S. YANAM UNLOADING POINT**, in the State of Andhra Pradesh, a pipeline should be laid by the ONGC-RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 23-12-2005;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule.

Now, therefore, in exercise of the powers conferred by sub-section (i) of the Section 6 of the said Act, the

राज्य : आन्ध्र प्रदेश	मण्डल : उम्पाला गुप्तम				
जिला : पूर्व गोदावारी	गांव : सुरसेना यानाम				
आर.एस. नं. हेक्टेएस	एस्स सेन्टेएस	एकड़ सेन्टस			
(1)	(2)	(3)	(4)	(5)	(6)
158/2बी	0	08	0	0	20
158/1ए2	0	07	0	0	17
158/1बी2	0	11	0	0	27
119/2(जीपी)	0	01	0	0	03
141/1(जीपी)	0	01	0	0	03
120/8बी	0	07	0	0	17

Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from all encumbrances.

SCHEDULE

**ROU PIPE LINE FROM Odalarevu GCs to S. Yanam
unloading point**

State	Andhra Pradesh		Mandal : Allavaram		
District	East Godavari		Village : Odalarevu		
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
949/1B4P	0	07	5	0	18
949/1B3P	0	09	0	0	22
949/1B2P	0	06	5	0	16
949/2P	0	17	0	0	42
968	0	05	0	0	12
969/1A2	0	03	0	0	08
969/1B2	0	03	0	0	07
969/1C1	0	19	0	0	47
969/2A	0	01	0	0	03
970/1B	0	27	5	0	68
980/4	0	15	0	0	37
980/3	0	07	5	0	18
963/4B1	0	01	5	0	04
980/2	0	22	0	0	54
964/5C	0	07	5	0	18
961/5B	0	08	0	0	20
963/4E3	0	07	5	0	19
963/4E2	0	03	0	0	08
963/4D2	0	05	5	0	13
963/4C1	0	00	5	0	00½
963/4A2	0	15	0	0	37
962/P(GP)	0	09	5	0	24
TOTAL	2	00	5	4	95½

State	Andhra Pradesh		Mandal : Allavaram		
District	East Godavari		Village : Bendamurulanka		
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
			Ares		
786/3AP	0	04	0	0	10
786/3BP	0	03	0	0	08

1	2	3	4	5	6
787/5CP	0	03	0	0	08
787/2B	0	03	5	0	09
787/2AP	0	05	0	0	12
787/1B	0	05	0	0	12
788/2C	0	04	5	0	11
788/2BP	0	03	0	0	07
788/1BP	0	00	5	0	01
788/2A	0	02	0	0	05
789/2(GP)	0	02	0	0	05
804/2GP	0	03	0	0	08
804/2EP	0	02	0	0	05
804/2D	0	01	5	0	04
804/2CP	0	05	5	0	13
802/P	0	12	0	0	30
717/1B	0	05	0	0	12
715/6B	0	04	0	0	10
803/10	0	05	5	0	13
803/9P	0	05	5	0	13
803/7B	0	07	5	0	18
803/7A	0	02	0	0	05
800/10P	0	00	5	0	01
800/4P	0	05	5	0	14
800/5P	0	01	0	0	03
802/2P	0	04	5	0	11
802/1P	0	00	5	0	01
799/3	0	03	5	0	09
799/2	0	01	0	0	02
820/2B(GP)	0	01	0	0	02
820/1C(GP)	0	08	5	0	21
820/1B(GP)	0	03	5	0	09
821/2	0	15	5	0	38
822/2B	0	14	0	0	35
822/1B	0	07	5	0	19
822/1B	0	07	0	0	17
823/2(GP)	0	02	0	0	05
724/3	0	04	0	0	10
724/2	0	24	5	0	60
723/1F2	0	01	0	0	03
723/1E2	0	03	5	0	09
723/1B2	0	05	0	0	12
717/2B	0	07	5	0	19
723/1A2	0	02	5	0	06
717/1C	0	04	5	0	11

(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)
718/5B	0	16	5	0	41	123/1A3	0	05	5	0	13
714/5B	0	14	0	0	34	124/2(GP)	0	02	5	0	06
715/1B	0	04	5	0	11	123/1A2	0	09	0	0	22
697/7B	0	04	0	0	10	123/1A4	0	10	0	0	25
715/7B	0	06	0	0	15	121/4B2	0	01	0	0	03
697/6B	0	04	5	0	11	121/3B2	0	03	0	0	08
697/5B	0	02	0	0	05	121/3B3	0	04	5	0	11
697/3B	0	06	0	0	15	135/1D	0	03	0	0	08
100/3B	0	03	0	0	07	135/2B	0	10	5	0	26
100/2B	0	03	0	0	08	133/1B	0	02	5	0	06
100/4B	0	03	0	0	07	133/1C	0	06	0	0	15
100/12B	0	27	5	0	68	136/2(GP)	0	02	5	0	06
697/4B	0	02	5	0	06	137/1B2	0	00	5	0	00½
697/1B	0	03	5	0	09	137/3B	0	01	5	0	04
135/1B	0	04	0	0	10	137/4B(GP)	0	01	0	0	01½
104/4C	0	04	5	0	11	138/2(GP)	0	04	0	0	10
104/4B	0	08	5	0	21	168/2	0	16	0	0	40
104/1B	0	13	0	0	32	169/2B	0	10	5	0	26
103/1B(GP)	0	02	0	0	05	172/1C2	0	01	0	0	02
82/8B	0	02	0	0	09	172/2A	0	06	0	0	15
82/2D2	0	02	0	0	05	172/1C3	0	05	0	0	12
82/2C2	0	00	5	0	01	172/2B	0	02	0	0	05
82/3B	0	06	0	0	15	168/3	0	01	0	0	02
82/5A	0	01	0	0	03	TOTAL	5	46	5	13	50
82/5B	0	01	5	0	04						
82/1B	0	03	0	0	08	State : Andhra Pradesh			Mandal : Allavaram		
83/1	0	02	5	0	06	District : East Godavari			Village : Tummalapalli		
83/2	0	03	0	0	07	R.S. No.	Hectares	Ares	Centi-Ares	Acres	Cents
99/2B	0	00	5	0	01	(1)	(2)	(3)	(4)	(5)	(6)
99/3A	0	06	0	0	15	173/P(GP)	0	05	0	0	12
99/4B	0	05	5	0	14	199/1A2	0	01	0	0	03
99/5B	0	02	5	0	06	200/1BP	0	00	5	0	01
99/6A2	0	05	5	0	14	199/3P	0	01	5	0	04
99/5C	0	03	5	0	09	201/2A2	0	04	0	0	10
99/1B(GP)	0	00	5	0	01	201/2A2	0	02	5	0	06
98/2B	0	05	5	0	13	199/1A1	0	08	0	0	20
98/4B2	0	04	0	0	10	200/3B	0	04	0	0	10
99/5C2	0	05	5	0	13	199/2P	0	11	0	0	27
115/1B	0	08	5	0	21	200/3A	0	03	0	0	08
115/2A	0	04	0	0	10	387/2A	0	02	5	0	06
115/2B	0	02	5	0	06	200/2P	0	02	0	0	05
115/3A	0	01	5	0	04	387/1P	0	09	5	0	23
135/1C	0	04	0	0	10						
116/3B	0	06	5	0	16						

(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)
387/2B	0	05	0	0	12	341/1DP	0	01	5	0	04
388/P	0	09	5	0	23	341/2A	0	03	0	0	07
390/1P	0	07	5	0	18	341/4P	0	11	5	0	28
390/2P	0	01	5	0	04	341/3P	0	00	5	0	01
386/P(GP)	0	02	0	0	05	342/5P	0	04	0	0	10
385/5P	0	01	0	0	03	342/6P	0	11	5	0	29
381/1P	0	06	5	0	16	TOTAL	2	80	5	6	93
381/2P	0	02	5	0	06						
381/3P	0	01	0	0	02	State	: Andhra Pradesh	Mandal	: Allavaram		
383/1	0	06	0	0	15	District	: East Godavari	Village	: Komaragiri-		
383/2	0	15	0	0	37				patnam		
382/1	0	01	0	0	02	R.S.No.	Hectares	Ares	Centi	Acres	Cents
382/1P	0	02	5	0	05				Ares		
382/2P	0	01	0	0	02	(1)	(2)	(3)	(4)	(5)	(6)
382/2P	0	02	5	0	06	1215/2P	0	12	0	0	30
382/3P	0	03	0	0	08	1215/3P	0	15	0	0	37
382/4P	0	03	0	0	08	1215/4P	0	07	5	0	19
364/3BP	0	00	5	0	01	1215/5P(GP)	0	03	0	0	08
364/3EP	0	03	0	0	08	1214/1P	0	21	5	0	53
364/3DP	0	03	0	0	08	1214/3P	0	03	5	0	09
364/1EP	0	03	0	0	08	1241/1P	0	08	0	0	20
364/3CP	0	00	5	0	01	1275/4A1	0	01	0	0	03
376/1	0	05	0	0	12	1241/2P	0	05	5	0	13
364/2BP	0	05	0	0	12	1242/3P	0	11	5	0	28
364/2AP	0	11	0	0	27	1242/2AP	0	04	0	0	10
377/P(GP)	0	02	5	0	06	1242/2B1	0	01	0	0	02
361/1P	0	08	0	0	20	1242/6AP	0	00	5	0	01
341/2B	0	03	0	0	07	1242/2B2	0	05	0	0	12
362/2P	0	01	5	0	04	1242/6CP	0	03	0	0	08
348/1P	0	11	0	0	27	1242/6DP	0	02	0	0	05
362/3	0	19	0	0	47	1242/6BP	0	04	0	0	10
348/2P	0	01	0	0	03	1247/5P	0	06	0	0	15
346/P(GP)	0	02	0	0	05	1247/7P	0	08	0	0	20
344/P(GP)	0	03	0	0	07	1247/8AP	0	03	0	0	07
325/3A	0	04	0	0	10	1247/9AP	0	02	0	0	05
325/3B	0	09	0	0	24	1247/8BP	0	04	5	0	11
325/4A	0	07	5	0	17	1250/1(GP)	0	01	0	0	03
325/4A	0	03	0	0	07	1250/2(GP)	0	13	0	0	32
325/4B	0	03	0	0	08	1250/3B1	0	00	5	0	01
325/5P	0	03	0	0	07	1250/3B2	0	06	0	0	15
326/1P	0	07	5	0	18	1250/4B1	0	04	5	0	11
326/2CP	0	03	0	0	08	1250/4B2	0	02	0	0	05
341/1BP	0	01	5	0	04						

(1)	(2)	(3)	(4)	(5)	(6)	State : Andhra Pradesh	Mandal: Allavaram				
						District : East Godavari	Village : Gundupudi				
						R.S. No. Hectares Ares Centi Acres Cents	Ares				
(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)
1250/4c	0	04	5	0	11	610/2(GP)	0	02	5	0	06
1275/4a2	0	01	5	0	04	611/3B	0	01	0	0	03
1275/4b	0	03	5	0	09	609/2B	0	14	5	0	36
1275/5a	0	02	0	0	07	609/1C2	0	01	5	0	04
1275/11a	0	02	0	0	05	608/2B	0	08	0	0	08
1275/11b	0	01	0	0	02	608/3B	0	07	5	0	19
1275/12a	0	02	0	0	05	593/1(GP)	0	08	0	0	08
1275/12b	0	01	0	0	08	606/2(GP)	0	08	0	0	08
1275/4c	0	03	5	0	09	605/2	0	28	5	0	71
1275/5b	0	02	0	0	05	683/2A2	0	00	5	0	01
1275/5c	0	05	0	0	12	682/2(GP)	0	08	0	0	07
1275/8ap	0	07	0	0	17	683/2A3	0	10	0	0	25
1275/8bp	0	04	0	0	10	683/2B2	0	08	0	0	20
1274/1p	0	07	0	0	17	684/1B2	0	11	5	0	29
1274/2b	0	09	5	0	24	689/2B3	0	04	0	0	10
1271/1p	0	05	5	0	14	689/2B2	0	08	0	0	07
1271/2a	0	11	0	0	27	689/1B	0	08	0	0	07
1271/2b1	0	02	5	0	06	690/2A2	0	05	0	0	12
1274/2a	0	08	0	0	08	690/2A3	0	05	5	0	13
1271/2b2	0	02	0	0	05	690/2B1/2	0	07	5	0	19
1271/3a	0	04	0	0	10	690/2B2/2	0	08	0	0	08
1271/3d	0	01	0	0	02	691/2B	0	07	5	0	18
1271/3b	0	04	0	0	10	692/2A2	0	08	5	0	21
1271/3c	0	04	0	0	10	692/2B2	0	09	0	0	22
1270(GP)	0	08	0	0	07	692/2C2	0	08	0	0	07
1269/3b	0	07	5	0	19	692/2D2	0	08	0	0	07
1269/2c	0	10	5	0	26	698/3A2	0	01	5	0	04
1269/3c	0	01	5	0	04	698/3B1	0	11	5	0	29
1268/p	0	09	0	0	22	701/2A	0	02	0	0	05
1268/p-pond	0	27	0	0	67	702/1B	0	28	0	0	69
1442/1a	1	01	5	0	04	702/1B	0	12	5	0	31
1463(GP)	0	02	5	0	06	702/1C	0	13	5	0	33
1462/1p	0	03	0	0	08	702/1D	0	5	5	0	13
1466/2	0	24	5	0	61	TOTAL	2	45	5	6	07
1462/2b	0	08	0	0	20						
1442/1c	0	15	5	0	38						
1442/2	0	03	0	0	08						
1458/1p	0	35	0	0	87						
1457/2p	0	20	0	0	49						
1457/1p	0	08	0	0	20						
1467/p(GP)	0	08	0	0	20						
TOTAL	4	41	5	10	91						

State : Andhra Pradesh	Mandal : Allavaram			(1)	(2)	(3)	(4)	(5)	(6)
District : East Godavari	Village : Devaguptam			568/4B	0	01	5	0	04
R.S.No.	Hectares	Ares	Centi Ares	568/1C2	0	04	5	0	11
(1)	(2)	(3)	(4)	564/9B	0	01	0	0	02
(1)	(2)	(3)	(4)	567/1A	0	02	0	0	05
(1)	(2)	(3)	(4)	565/6A3	0	05	5	0	14
(1)	(2)	(3)	(4)	565/4C2	0	00	5	0	01
(1)	(2)	(3)	(4)	565/4D2	0	04	5	0	11
(1)	(2)	(3)	(4)	565/6A2	0	03	0	0	07
(1)	(2)	(3)	(4)	565/4B2	0	04	5	0	11
(1)	(2)	(3)	(4)	565/6B1	0	00	5	0	01
(1)	(2)	(3)	(4)	566/1B	0	07	5	0	18
(1)	(2)	(3)	(4)	566/2A	1	01	0	0	02
				TOTAL	2	59	0	6	40
<hr/>									
State : Andhra Pradesh				Mandal: Allavaram					
District : East Godavari				Village : Samantakurru					
R.S.No.	Hectares	Ares	Centi Ares	R.S.No.	Hectares	Ares	Centi Ares	Acres	Cents
(1)	(2)	(3)	(4)	(1)	(2)	(3)	(4)	(5)	(6)
(1)	(2)	(3)	(4)	525/3B	0	19	0	0	47
(1)	(2)	(3)	(4)	527/3	0	06	5	0	16
(1)	(2)	(3)	(4)	527/2	0	09	5	0	24
(1)	(2)	(3)	(4)	541/5B	0	07	5	0	18
(1)	(2)	(3)	(4)	541/4B	0	03	5	0	09
(1)	(2)	(3)	(4)	541/1B	0	03	5	0	09
(1)	(2)	(3)	(4)	541/5A	0	02	0	0	05
(1)	(2)	(3)	(4)	544/4A	0	00	5	0	01
(1)	(2)	(3)	(4)	540/3B	0	14	0	0	34
(1)	(2)	(3)	(4)	540/2B	0	11	5	0	28
(1)	(2)	(3)	(4)	540/1B2	0	07	5	0	18
(1)	(2)	(3)	(4)	545/2(GP)	0	02	0	0	05
(1)	(2)	(3)	(4)	546/2B	0	19	0	0	47
(1)	(2)	(3)	(4)	569/4C	0	03	0	0	07
(1)	(2)	(3)	(4)	546/1C	0	04	5	0	11
(1)	(2)	(3)	(4)	546/1B	0	03	5	0	09
(1)	(2)	(3)	(4)	570/2D	0	01	0	0	03
(1)	(2)	(3)	(4)	570/2C	0	05	0	0	12
(1)	(2)	(3)	(4)	570/2B	0	05	5	0	13
(1)	(2)	(3)	(4)	570/1B	0	06	0	0	15
(1)	(2)	(3)	(4)	569/3C	0	01	0	0	03
(1)	(2)	(3)	(4)	569/4B	0	02	5	0	06
(1)	(2)	(3)	(4)	569/2C	0	00	5	0	01
(1)	(2)	(3)	(4)	569/3B	0	04	5	0	11
(1)	(2)	(3)	(4)	569/2B	0	04	0	0	10
(1)	(2)	(3)	(4)	568/1A2	0	03	5	0	09
(1)	(2)	(3)	(4)	569/1B	0	00	5	0	01
(1)	(2)	(3)	(4)	568/1B2	0	04	5	0	11
<hr/>									
State : Andhra Pradesh				Mandal: Uppalguptam					
District : East Godavari				Village : Challapalli					
R.S.No.	Hectares	Ares	Centi Ares	R.S.No.	Hectares	Ares	Centi Ares	Acres	Cents
(1)	(2)	(3)	(4)	(1)	(2)	(3)	(4)	(5)	(6)
(1)	(2)	(3)	(4)	521/3B	0	05	5	0	14
(1)	(2)	(3)	(4)	521/4C1	0	00	5	0	01
(1)	(2)	(3)	(4)	521/4B1	0	01	0	0	03
(1)	(2)	(3)	(4)	521/4A2	0	01	0	0	02
(1)	(2)	(3)	(4)	521/2B	0	02	5	0	06
(1)	(2)	(3)	(4)	521/1B(GP)	0	03	0	0	08
(1)	(2)	(3)	(4)	520/2(GP)	0	04	5	0	11
(1)	(2)	(3)	(4)	519/3C	0	20	0	0	50
(1)	(2)	(3)	(4)	519/3B	0	14	5	0	36
(1)	(2)	(3)	(4)	519/1B2	0	03	5	0	09
(1)	(2)	(3)	(4)	519/1A2	0	04	5	0	11

(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)
519/1A3	0	00	5	0	01	377/2B	0	04	5	0	11
519/12B	0	09	0	0	22	377/1B	0	06	5	0	16
518/11B	0	13	0	0	32	376/9B	0	12	0	0	30
518/10B	0	05	0	0	12	376/5C	0	10	5	0	26
518/6B	0	01	0	0	02	376/6B	0	03	0	0	08
518/4B2	0	01	5	0	04	376/7B	0	00	5	0	01
518/3B	0	00	5	0	01	376/5B	0	04	5	0	11
518/5C	0	01	0	0	03	376/1B	0	09	5	0	23
518/10C	0	01	0	0	02	395/9B	0	08	5	0	21
518/5B	0	04	0	0	10	395/1B	0	03	0	0	08
518/4A2	0	07	0	0	17	395/8B	0	12	5	0	31
517/13B	0	07	5	0	19	395/4B	0	03	5	0	09
517/12B	0	6	0	0	15	395/5A	0	01	0	0	03
517/10B	0	05	5	0	13	395/7B	0	04	0	0	10
354/21B(GP)	0	01	0	0	02	395/2B	0	02	5	0	06
354/15B	0	01	0	0	02	395/6A	0	01	0	0	02
354/16B	0	05	5	0	13	398/2/2(GP)	0	01	0	0	03
354/12B	0	07	5	0	18	402/1/3A	0	03	0	0	07
354/6B	0	03	0	0	08	402/2/2	0	05	0	0	12
354/5B	0	06	5	0	16	401/1B	0	14	0	0	34
354/4B	0	07	0	0	17	401/2B2	0	02	5	0	06
355/7B	0	08	0	0	20	401/4B	0	03	5	0	01
354/2A	0	03	0	0	07	403/2(GP)	0	03	5	0	09
355/6C	0	04	5	0	11	406/5B	0	01	5	0	04
355/6B	0	02	5	0	06	405/15B	0	03	5	0	09
355/1B	0	07	5	0	19	405/14B	0	00	5	0	01
359/3/2	0	10	5	0	26	406/3B	0	17	0	0	42
359/2/2	0	07	5	0	18	406/1C	0	06	0	0	15
370/8B	0	04	5	0	11	406/1B	0	03	5	0	09
405/15C	0	04	5	0	11	408/2B	0	12	5	0	31
358/2(GP)	0	02	0	0	05	408/1B	0	03	5	0	09
366/5B	0	14	0	0	35	411/1/2(GP)	0	04	0	0	10
366/4B	0	05	0	0	12	415/3/B	0	06	5	0	16
370/10B	0	05	5	0	13	415/2A2	0	05	0	0	12
377/5B	0	07	5	0	18	415/2B2	0	05	5	0	13
377/7B	0	05	0	0	12	416/6B	0	15	5	0	38
370/6B2	0	06	0	0	15	416/3A	0	05	0	0	12
370/6A2	0	06	0	0	15	416/2B	0	07	5	0	19
370/5B	0	04	5	0	11	416/1B	0	14	0	0	35
371/2(GP)	0	01	0	0	02	413/2(GP)	0	06	5	0	16
377/9A	0	02	0	0	05	53/1B	0	25	0	0	62
377/8A	0	01	0	0	03	52/2(GP)	0	05	5	0	13
377/2C	0	03	5	0	09	50/2	0	11	0	0	27

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(1)	(2)	(3)	(4)	(5)	(6)
49/3	0	17	5	0	43
48/2	0	05	5	0	13
49/2	0	08	5	0	21
48/3	0	19	0	0	47
TOTAL	5	94	5	14	69

State : Andhra Pradesh		Mandal : Uppalagauplam			
District : East Godavari	Village : S. Yanam				
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
158/2B	0	08	0	0	20
158/1A2	0	07	0	0	17
158/1B2	0	11	0	0	27
119/2(GP)	0	01	0	0	03
141/1(GP)	0	01	0	0	03
120/8B	0	07	0	0	17
137/2(GP)	0	02	0	0	05
136/7B	0	07	5	0	19
136/3B	0	09	5	0	23
136/4B	0	01	0	0	03
136/7A	0	08	5	0	21
133/1B	0	05	5	0	13
133/1C	0	06	5	0	16
133/1D	0	03	0	0	07
132/4B	0	05	5	0	14
132/5B	0	05	0	0	12
132/3B	0	05	5	0	14
131/1B	0	07	0	0	17
131/2A	0	01	0	0	02
130/4B	0	03	0	0	07
130/2B3	0	03	0	0	07
130/2B2	0	02	0	0	05
TOTAL	1	10	0	2	72

[No. 12016/67/2006-ONG/DO-III]

O.P. BANWARI, Under Secy.

नई दिल्ली, 16 अक्टूबर, 2006

का.आ. 4245.—केन्द्रीय सरकार, को पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 756, तारीख 23-2-2005 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में

ओ.एन.जी.सी. के. जी. बेसिन, राजामुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में केसानापाल्ली (वे) 7 से केसानापाल्ली (वे) जी.सी.एस. परियोजना तक माध्यम से गैस के परिवहन के लिए पाइप लाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की एतद्वारा घोषित की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता की तारीख 22-07-2005 से उपलब्ध करा दी गई थी;

और, पाइप लाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुनुज्ञात कर दिया गया है;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइप लाइन बिछाने के लिये अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिये उपयोग के अधिकार का अर्जन किया जाता है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बाजे, पाइप लाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार, इस प्रकार अधिरोहित निबंधनों और रातों के अधीन होते हुए, सभी विल्लगमों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजामुद्रि एसट में निहित होगा।

अनुसूची

आर ओ. यू. पाइप लाइन : केसानापाल्ली (वे) 7 से केसानापाल्ली (वे) जी.सी.एस.

राज्य : आन्ध्र प्रदेश मंडल : मामिडिकुदुरु

जिले : पूर्व गोदावरी गांव : गोगन्नामटम सिवारु कीपरकर

आरएस. नं.	हेक्टेएर्स	एस	सेन्टेएर्स	एकड़	सेन्ट्रस
447/2वी	0	09	0	0	22½
446/ए	0	15	5	0	38
447/ए	0	08	5	0	21

1	2	3	4	5	6
439/ए	0	20	0	0	50
445/ए	0	00	5	0	01
446/बी	0	25	5	0	63
438/ए	0	18	0	0	45
जोड़	0	97	0	2	40½
राज्य : आन्ध्र प्रदेश		मंडल : मलिकीपुरम			
जिले : पूर्व गोदावरि		गांव : केसनापाल्ली			
		सिवारु गोल्लापाल्लेम			
आरएस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्रस
569/ए	0	14	0	0	34
569/बी	0	14	0	0	34
565/ए	0	09	0	0	22½
564/ए	0	06	0	0	15
565/बी	0	09	0	0	22½
564/बी	0	06	0	0	15
565/सी	0	09	0	0	22½
552/पी	0	10	0	0	25
552/एच	0	04	0	0	10
552/जी	0	16	0	0	40
552/एफ	0	02	0	0	05
552/इ	0	03	0	0	08½
552/डी	0	04	0	0	10
552/सी	0	02	5	0	06½
552/बी	0	03	0	0	07½
552/ए	0	03	0	0	07½
555/सी	0	07	5	0	19
555/एफ	0	07	5	0	18½
555/इ	0	08	0	0	20
555/डी	0	03	5	0	09
555/सी	0	03	5	0	09
555/ए और बी	0	07	0	0	17½
559/एफ	0	03	5	0	09½
559/सी	0	03	5	0	09½
559/डी	0	03	5	0	09½
559/इ	0	03	0	0	09½
539/बी	0	03	0	0	09½
559/ए	0	03	0	0	09½
489/पी	0	01	0	0	02
489/पी	0	08	0	0	20
495/पी	0	06	0	0	15
जोड़	1	97	0	4	87½

राज्य : आन्ध्र प्रदेश	मंडल : मलिकीपुरम	जिला : पूर्व गोदावरि	गांव : केसनापाल्ली	आरएस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्ट्रस
559/2ए आई पी	0	22	5	0	56				
532/3पी	0	09	0	0	22				
502/6पी	0	01	5	0	04				
492/7पी	0	07	5	0	18				
492/6पी	0	11	5	0	29				
492/5बी	0	04	5	0	11				
559/2ए	0	11	5	0	29				
489/2ए	0	12	0	0	30				
489/1ए	0	14	5	0	36				
497/5ए	0	00	5	0	01				
492/1बी	0	13	5	0	33				
559/2बीपी	0	18	0	0	44				
532/1पी	0	05	0	0	12				
491/4पी	0	01	0	0	02				
492/1ए	0	03	5	0	09				
489/2ए	0	20	0	0	49				
TOTAL	1	56	0	3	85				

[सं. 12016/65/2006-ओएनजी/डीओ III]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4245.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 756, dated 23-02-2005 issued under Sub-Section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line KESANAPALLI (W) #7 to KESANAPALLI (W) GCS in the State of Andhra Pradesh, a pipeline should be laid by the ONGC-RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 22-7-2005;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of the Section 6 of the said Act, the

Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

ROU PIPE LINE FROM KESANAPALLI (W) #7 to KESANAPALLI (W) GCS

State	Andhra Pradesh		Mandal : Mamidikuduru		
District	East Godavari		Village : Karawaka H/O Gogannamatham		
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
447/B	0	09	0	0	22½
446/A	0	15	5	0	38
447/A	0	08	5	0	21
439/A	0	20	0	0	50
445/A	0	00	5	0	01
446/B	0	25	5	0	63
438/A	0	18	0	0	45
TOTAL	0	97	0	2	40½

State	Andhra Pradesh		Mandal : Malikipuram		
District	East Godavari		Village : Gollapalem H/O Kesanapalli		
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
569/A	0	14	0	0	34
569/B	0	14	0	0	34
565/A	0	09	0	0	22½
564/A	0	06	0	0	15
565/B	0	09	0	0	22½
564/B	0	06	0	0	15
565/C	0	09	0	0	22½
564/C	0	06	0	0	15
552/P	0	10	0	0	25
552/H	0	04	0	0	10
552/G	0	16	0	0	40
552/F	0	02	0	0	05
552/E	0	03	0	0	08½

	1	2	3	4	5	6
552/D		0	04	0	0	10
552/C		0	02	5	0	06½
552/B		0	03	0	0	07½
552/A		0	03	0	0	07½
555/C		0	07	5	0	19
555/F		0	07	5	0	18½
555/E		0	08	0	0	20
555/D		0	03	5	0	09
555/C		0	03	5	0	09
555/A&B		0	07	0	0	17½
559/F		0	03	5	0	09½
559/C		0	03	5	0	09½
559/D		0	03	5	0	09½
559/E		0	03	0	0	09½
539/B		0	03	0	0	09½
559/A		0	03	0	0	09½
489/P		0	01	0	0	02
489/P		0	08	0	0	20
495/P		0	06	0	0	15
TOTAL	1	97	0	4	87½	

State	Andhra Pradesh		Mandal : Malikipuram		
District	East Godavari		Village : Kesanapalli		
R.S. No.	Hectares	Ares	Centi Ares	Acres	Cents
559/2A1P	0	22	5	0	56
532/3P	0	09	0	0	22
502/6P	0	01	5	0	04
492/7P	0	07	5	0	18
492/6P	0	11	5	0	29
492/5B	0	04	5	0	11
559/2A2	0	11	5	0	29
489/2A	0	12	0	0	30
489/1A	0	14	5	0	36
497/5A	0	00	5	0	01
492/1B	0	13	5	0	33
559/2BP	0	18	0	0	44
532/1P	0	05	0	0	12
491/4P	0	01	0	0	02
492/1A	0	03	5	0	09
489/2A3	0	20	0	0	49
TOTAL	1	56	0	3	85

[No. 12016/65/2006-ONG/DO-III]

O. P. BANWARI, Under Secy.

नई दिल्ली, 26 अक्टूबर, 2006

का. आ. 4246.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि उडिसा राज्य में पारादीप से पश्चिमी बंगाल राज्य में हल्दिया तक कच्चे तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने जानी चाहिए,

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि जिसके भितर पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए,

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशाय की घोषणा करती है, कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन राजपत्र में यथा प्रकाशित इस अधिसूचना की ग्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के अन्दर पाइपलाइन बिछाने के संबंध में श्री अरविन्द धोष, सक्षम प्राधिकारी, पारादीप हल्दिया पाइपलाइन परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, कसबेरिया, डाकघर-खंजनचक, पूर्व मिदनापुर- 721602 (पश्चिमी बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

पुलिस थाना : सुताहाटा

जिला : पूर्व मिदनापुर

राज्य : पश्चिमी बंगाल

गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
बाडसूदंडा	54	221	00	00	61
इश्वरदह जालपाइ	53	116	00	00	40

पुलिस थाना - भुपतिनगर

किसमत बाजकुत्त	156	4855	00	09	49
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पुलिस थाना - मारिशदा

झुमुरबेरे	47	266	00	03	40
पश्चिम सरपाइ	46	662	00	04	45

[फा. सं. आर-25011/13/2004-ओ आर-1]

एस. के. चिंटकारा, अवर सचिव

New Delhi, the 26th October, 2006

S. O. 4246.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Paradip in the State of Orissa to Haldia in the State of West Bengal, a pipeline should be laid by Indian Oil Corporation Limited,

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein,

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Sri Arabinda Ghosh, Competent Authority, Paradip Haldia Crude Oil Pipeline Project, Indian Oil Corporation Limited, Kasberia, Post Office- Khanjanchak, Purba Midnapur-721602 (West-Bengal).

Schedule

Police Station : Sutahata		District : Purba Midnapur		State : West-Bengal	
Name of Village	Jurisdiction List No.	Plot. No.	Hectare	Area	Area
(1)	(2)	(3)	(4)	(5)	(6)
Barsundara	54	221	00	00	61
Iswardaha Jalpai	53	116	00	00	40
Police Station - Bhupatinagar					
Kismatbajkul	156	4855	00	09	49
Police Station - Marishda					
Dumurbere	47	266	00	03	40
Paschim Sarpai	46	662	00	04	45

नई दिल्ली, 30 अक्टूबर, 2006

का. आ. 4247.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया हैं) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2799 तारीख 21 जुलाई, 2006, जो भारत के राजपत्र तारीख 22 जुलाई, 2006 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई—मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 21 अगस्त, 2006 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : बल्लभगढ़		जिला : फरीदाबाद		राज्य : हरियाणा
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में	
1	2	3	4	
1.	सीकरी	53/ 15/1	0.0255	

[फा. सं. आर-31015/2/2005-ओ.आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 30th October, 2006

S.O. 4247.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2799, dated the 21st July, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 22nd July, 2006, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Mangliya Pipeline Extension Project from Mangliya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 21st August, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule, appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL: BALLABHGARH		DISTRICT: FARIDABAD	STATE: HARYANA
S.NO.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1.	SEEKRI	53/ 15/1	0.0255

[F. No. R-31015/2/2005-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 30 अक्टूबर, 2006

का. आ. 4248.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में विजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आंशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री लाल सिंह, सक्षम प्राधिकारी, मुम्बई – मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कारपोरेशन लिमिटेड, प्लाट नॉ 590, सेक्टर 21 ए, फरीदाबाद– 121001 (हरियाणा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : सोहना		जिला : गुडगांव	राज्य : हरियाणा
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1.	अभयपुर	53/ 20 21 74/ 8 14/2 14/3	0.1010 0.0150 0.0545 0.0180 0.0760
2.	जलालपुर	72	0.0725
3.	खोबरी	159 160	0.0040 0.0525
4.	हरचन्दपुर	29/ 23 33/ 5/2 34/ 10 12	0.0250 0.0505 0.0535 0.0230
5.	धैंधोला	4/ 16 18	0.0175 0.0100
6.	सरमथला	88/ 11 12 89/ 16 92/ 16/3	0.0275 0.0120 0.0010 0.0020
7.	खेड़ला	52/ 18 24 60/ 4	0.0075 0.0050 0.0025

[फा. स. आर-31015/92/2004-ओ.आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 30th October, 2006

S. O. 4248.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by the Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, intersected in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri LAL SINGH, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, Plot No. 590, Sector 21 A, Faridabad- 121 001 (Haryana)

SCHEDEULE

TEHSIL: SOHNA		DISTRICT: GURGAON	STATE: HARYANA
S.NO.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1.	ABHAYPUR	53/ 20 21 74/ 8 14/2 14/3	0.1010 0.0150 0.0545 0.0180 0.0760
2.	JALALPUR	72	0.0725
3.	KHOBRI	159 160	0.0040 0.0525
4.	HARCHANDPUR	29/ 23 33/ 5/2 34/ 10 12	0.0250 0.0505 0.0535 0.0230
5.	GHAINGHOLA	4/ 16 18	0.0175 0.0100
6.	SARMATHLA	88/ 11 12 89/ 16 92/ 16/3	0.0275 0.0120 0.0010 0.0020
7	KHERLA	52/ 18 24 60/ 4	0.0075 0.0050 0.0025

[F. No. R-31015/92/2004-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 30 अक्टूबर, 2006

का. आ. 4249.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश में मांगल्या (इन्दौर) संस्थापन से हरयाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में विज्वासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपादान अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबेद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री अरविन्द खरे, सक्षम प्राधिकारी, मुम्हई-मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड, 8/5, वैशाली, नानाखेड़ा बस स्टैंड के पास, उज्जैन -450010, (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : देवास

जिला : देवास

राज्य : मध्यप्रदेश

क्र.	ग्राम का नाम	सर्व नंबर	क्षेत्रफल हेक्टेयर में
1	कोलुखेड़ी	106	0.0540
2	नरखेड़ी	7	0.2610
3	निकलंक	7	0.0540
4	पंथमुंडला	133	0.1620
		101	0.1224
		99	0.1224
		86	0.2050
		85	0.1530
5	सुनावानी गोपाल	799	0.2232
		802	0.1800
		803	0.0630

[फा. सं. आर-31015/65/2004-ओ.आर-II]

ए गोस्वामी, अवर सचिव

New Delhi, the 30th October, 2006

S. O. 4249.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Arvind Khare, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, 8/5, Vaishali, Near of Nanakheda Bus Stand, Ujjain - 456010 (Madhya Pradesh).

SCHEDULE

TEHSIL : DEWAS		DISTRICT : DEWAS	STATE : MADHYA PRADESH
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	KOLUKHEDI	106	0.0540
2	NARKHEDI	7	0.2610
3	NIKLANK	7	0.0540
4	PANTHMUNDALA	133	0.1620
		101	0.1224
		99	0.1224
		86	0.2050
		85	0.1530
5	SUNWANI GOPAL	799	0.2232
		802	0.1800
		803	0.0630

[F. No. R-31015/65/2004-O.R.-II]
A. GOSWAMI; Under Secy.

नई दिल्ली, 30 अक्टूबर, 2006

का. आ. 4250.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि भव्य प्रदेश में मांगल्या (इन्दौर) संस्थापन से हरयाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में विजयासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपादान अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के आधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इककीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री अरविन्द खरे, सक्षम प्राधिकारी, मुख्यमंत्री—मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड, 8/5, वैशाली, नानाखेड़ा बस स्टैंड के पास, उज्जैन—456010, (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : सुसनेर		जिला : शाजापुर	राज्य : मध्यप्रदेश
क्र.	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर.में
1	बासनिया खेड़ी	275	0.0108
		470	0.1350
		466	0.0324
		465	0.0540
2	मैना	1756	0.0810
		1999	0.1836
3	बौरखेड़ी	2027	0.0324
4	कादमी	71	0.0630
		237	0.0432

[फा. सं. आर-31015/71/2004-ओ.आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 30th October, 2006

S. O. 4250.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mangliya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Arvind Khare, Competent Authority, Mumbai-Mangliya Pipeline Extension Project, Bharat Petroleum Corporation Limited, 8/5, Vaishali, Near of Nanakheda Bus Stand, Ujjain - 456010 (Madhya Pradesh).

SCHEDULE

TEHSIL : SUSNER		DISTRICT : SHAJAPUR	STATE : MADHYA PRADESH
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	BAMNIYA KHEDI	275	0.0108
		470	0.1350
		466	0.0324
		465	0.0540
2	MAINA	1756	0.0810
		1999	0.1836
		2027	0.0324
3	BORKHEDI	71	0.0630
4	KADMI	237	0.0432

[F. No. R-31015/71/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 30 अक्टूबर, 2006

का. आ. 4251.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुद्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इस से उपाख्य अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तरीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इककीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. ए. बाबी. सक्षम प्राधिकारी, मुद्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड एच.पी.सी.एल. कंडला टर्मिनल -2, बंगलोझ -1, यारी रोहर, गांधीगांव -370 240, कच्छ, (गुजरात), को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : डीसा		जिला : बनासकांव		राज्य : गुजरात		
क्रम सं.	गाँव का नाम	असरा सं.	उप खण्ड सं.	क्षेत्रफल		
				हेक्टेयर	एकर	वर्ग मीटर
1.	समौ नाबावास	491	पी1	0	02	20

[फा. सं. आर-31015/18/2004-ओ.आर-II]
ए. गोस्वामी, अवर सचिव

New Delhi, the 30th October, 2006

S.O. 4251.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri F. A. Babi Competent Authority, Mundra-Delhi Petroleum Product Pipeline, Hindustan Petroleum Corporation Limited, HPCL Kandla Terminal-2, Bungalow No.-1, Khari Rohar, Gandhidham -370 240, Kutch (Gujarat).

SCHEDULE

Taluk : DEESA		District : BANASKANTHA		State : GUJARAT		
Sr. No	Name of Village	Survey no.	Sub-Division No.	Area		
				Hectare	Are	Sq.mtr.
1	2	3	4	5	6	7
1	SAMAU NANAVAS	491	P1	0	02	20

[F. No. R-31015/18/2004-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 30 अक्टूबर, 2006

का. आ. 4252.—केंद्रीय सरकार द्वारा लोकडिल में यह आवश्यक प्रतीत होता है कि मुन्डा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन, लिमिटेड द्वारा एक पाइपलाइन बिल्ड जानी चाहिए;

और केंद्रीय सरकार को ऐसी पाइपलाइन बिल्ड के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि नैं, जो हस से उपावद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिल्ड जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

आता अब, केंद्रीय सरकार, पेट्रोलियम और अनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इककीस दिन के भीतर भूमि के नीचे पाइपलाइन बिल्ड जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. ए. बाबी. सकाम प्राधिकारी, मुन्डा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड एच.पी.सी.एल. कंडला टर्मिनल -2, कंडला टर्मिनल -1, खारी रोहर, गांधीगांव -370 240, कच्छ, (गुजरात), को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : राधनपुर			ज़िला : पाटण		राज्य : गुजरात		
क्रम सं.	गाँव का नाम	असरा सं.	उप खण्ड सं.	दोप्रफल			
				हेलेयर	एयर	वर्ग भौटक	
1.	बंधवड	43	पी1	0	10	08	
		49	2पी2	0	22	09	

[फा. सं. आर-31015/39/2004-ओ.आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 30th October, 2006

S. O. 4252.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited:

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri F. A. Babi Competent Authority, Mundra-Delhi Petroleum Product Pipeline, Hindustan Petroleum Corporation Limited, HPCL Kandla Terminal-2, Bungalow No.-1, Khari Rohar, Gandhidham -370 240, Kutch (Gujarat).

SCHEDULE

Taluka :RADHANPUR		District : PATAN		State : GUJARAT		
Sr. No	Name of Village	Survey no.	Sub-Division No.	Area		
				Hectare	Are	Sq.mtr.
1	2	3	4	5	6	7
1.	BANDHWAD	43	P1	0	10	08
		49	2P2	0	22	09

[F. No. R-31015/39/2004-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 2 नवम्बर, 2006

का. आ. 4253.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 2 के खण्ड (अ) के अनुसरण में, नीचे दी गई अनुसूची के स्तम्भ 1 में उल्लिखित व्यक्ति को उक्त अनुसूची के स्तम्भ 2 में की तत्त्वानी प्रविष्टि में उल्लिखित क्षेत्र के संबंध में उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है, अर्थात् :-

अनुसूची

प्राधिकारी का नाम और पता	अधिकारिता का क्षेत्र
--------------------------	----------------------

(1)

(2)

श्री पी. अस्वर्थनारायण
डिप्लोमा कलेक्टर
इंडियन ऑयल कॉर्पोरेशन लिमिटेड में प्रतिर्नियुक्ति पर
सक्षम प्राधिकारी,
फ्लैट नं 104, वत्सला टावर्स,
नायडू बिल्डिंग्स,
चित्तूर - 517001.
(आन्ध्र प्रदेश)

आन्ध्र प्रदेश राज्य

[फा. सं. आर-25011/10/2006-ओ आर-1]

एस. के. चिट्कारा, अवर सचिव

New Delhi, the 2nd November, 2006

S. O. 4253.—In pursuance of Clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorises the person mentioned in column (1) of the Schedule given below to perform the functions of the Competent Authority under the said Act, in respect of the area mentioned in column (2) of the said Schedule :-

Schedule

Name and address of the Authority	Area of jurisdiction
-----------------------------------	----------------------

(1)

(2)

Shri P. Aswathananarayana
Deputy Collector,
Land Acquisition Officer,
on deputation to Indian Oil Corporation Limited,
Competent Authority
Flat No. 104, Vatsala Towers,
Naidu Buildings,
Chittoor - 517 001.
(Andhra Pradesh)

State of Andhra Pradesh

[F. No. R-25011/10/2006-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 2 नवम्बर, 2006

का. आ. 4254.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पार्इप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4826 तारीख 28 दिसम्बर, 2005 जामनगर - भोपाल और काकीनाडा - हैदराबाद - गोवा पार्इप लाईन को आपस में जोड़ने के लिए गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड (अभी इसका नाम गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड तबदील किया है) द्वारा एक पार्इप लाईन बिछाने के प्रयोजन के लिए उक्त अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 19 अप्रैल, 2006 के उपलब्ध करा दी गई थीं;

और पार्इपलाईन बिछाने के संबंध में जनता की ओर कोई आक्षेप सक्षम प्राधिकारी के पास पेश नहीं हुआ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि में पार्इपलाईन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है; अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पार्इप लाईन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में पार्इप लाईन बिछाने के संबंध में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार द्वारा निहित होने के बजाए, सभी विलंगमों से मुक्तामेसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड (पूर्वकृत गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड) में निहित होगा।

अनुसूची

तहसील : वागरा	ज़िला : भुज	राज्य : गुजरात		
		आर ओ यु अर्जित करने के लिये क्षेत्रफल		
		हेक्टेयर	स्थर	चामीटर
1. जुनेद		10 11 12	00 00 00	02 24 49
				31 37 70

अनुसूची

तहसील : जम्बुसर	ज़िला : भुज	राज्य : गुजरात		
		आर ओ यु अर्जित करने के लिये क्षेत्रफल		
		हेक्टेयर	स्थर	चामीटर
1. कहानवा	531	00	61	12

[फा. सं. एल-14014/37/2005-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 2nd November, 2006

S. O. 4254.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No.4826 dated 28th December, 2005 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakinada - Hyderabad - Goa Pipeline by M/s Gas Transportation and Infrastructure Company Limited, now renamed as Reliance Gas Transportation Infrastructure Ltd;

And, whereas copies of the said Gazette notification were made available to the public on 19th April 2006;

No objection was received from the public to the laying of the Pipeline by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration in M/s Reliance Gas Transportation Infrastructure Ltd (earlier Gas Transportation and Infrastructure Company Limited) free from all encumbrances.

SCHEDULE

Tehsil : Vagra		District : Bharuch		State : Gujarat		
Name of the Village	Survey No./Block No.	Area to be acquired for ROU			Sq.m.	
		Hectare	Are	Sq.m.		
1. Juned	10	00	02	31		
	11	00	24	37		
	12	00	49	70		

SCHEDULE

Tehsil : Jambusar	District : Bharuch	State : Gujarat		
Name of the Village	Survey No./Block No.	Area to be acquired for ROU		
		Hectare	Are	Sq.m.
1. Kahanva	531	00	61	12

[F. No. L-14014/37/2005-G.P.]

S.B MANDAL, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

स्वास्थ्य और परिवार कल्याण विभाग

नई दिल्ली, 23 अक्टूबर, 2006

का. आ. 4255.— केन्द्र सरकार नेपाल के सक्षम प्राधिकारी द्वारा किए गए आवेदन पर विचार करके तथा संबंधित एजेसियों से परामर्श करने के पश्चात एतद्द्वारा घोषणा करती है कि यूनिवर्सिल कालेज आफ मेडिकल साइंसिज भैरहवा, नेपाल में प्रशिक्षित छात्रों को मई, 2004 अथवा उसके पश्चात प्रदत्त त्रिभुवन यूनिवर्सिटी, नेपाल की एम बी बी एस डिग्री जो भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) के तहत मान्यताप्राप्त है तथा अधिनियम की दूसरी अनुसूची में शामिल है, उक्त अधिनियम के अंतर्गत एक मान्यताप्राप्त चिकित्सा अर्हता होगी।

2. तथापि भारतीय दूतावास/मेडिकल काउंसिल आफ नेपाल/नेपाल सरकार से कोई संगत सूचना सूचना प्राप्त होने पर चिकित्सा डिग्री की उक्त मान्यता केन्द्र सरकार द्वारा रद्द की जा सकती है।

[फा. सं. वी-11015/8/2003-एम ई-पी-I (पार्ट)]

एस. के. मिश्रा, अवर सचिव

Ministry of Health & Family Welfare
(Department of Health & Family Welfare)

New Delhi, the 23rd October, 2006

S. O. 4255.— The Central Government, on considering the application made by the competent authority in Nepal and after consultation with concerned agencies, hereby declare that the MBBS degree of the Tribhuvan University, Nepal, which is recognized under Section 12 of the Indian Medical Council Act, 1956 (102 of 1956) and included in the Second Schedule to the Act, awarded to the students trained at Universal College of Medical Sciences, Bhiarahawa, Nepal on or after May 2004 will be a recognized medical qualification under the said Act.

2. The said recognition of medical degree is however, be withdrawn by the Central Government on receipt of any concerned input from the Indian Embassy / Medical Council of Nepal / Government of Nepal.

[F. No. V-11015/8/2003-ME-P-I (Pt.)]

S. K. MISHRA, Under Secy.

शहरी विकास मंत्रालय
नई दिल्ली, 31 अक्टूबर, 2006

का. आ. 4256.—मुद्रण निदेशालय, नई दिल्ली में मुद्रण निदेशक को केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 (जिन्हें इसमें इसके पश्चात् उक्त नियम कहा गया है) के अधीन मुद्रण निदेशालय और मुद्रण निदेशालय के नियंत्रणाधीन भारत सरकार मुद्रणालयों में कार्यस्त कर्मचारियों के कतिपय प्रवर्ग के संबंध में अनुशासनिक प्राधिकारी और अपील प्राधिकारी की शक्तियां प्रदान की गई हैं ;

और मुद्रण निदेशक का पद, पदधारी की अधिवर्षिता पर सेवानिवृत्ति के परिणामस्वरूप 1 अगस्त, 2003 को रिक्त हो गया था और कुछ और समय के लिए रिक्त बने रहने की संभावना है ;

और उक्त नियमों के नियम 12 के उपनियम (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री बी.बी. सिंह, अपर निदेशक (प्रशासन), मुद्रण निदेशालय, शहरी विकास मंत्रालय को उक्त मुद्रण निदेशक द्वारा आदेश सं. का.आ. 192, तारीख 22 जनवरी, 2004 द्वारा नियुक्त किए गए कर्मचारियों के संबंध में उक्त नियमों के नियम 13 के उपनियम (2) में यथापरिकल्पित उक्त नियमों के नियम 11 के खंड (i) से खंड (iv) में विनिर्दिष्ट शास्त्रियों में से कोई शास्त्रि अधिरोपित करने के लिए अनुशासनिक प्राधिकारी के रूप में नियुक्त किया गया था ;

और श्री बी.बी. सिंह, अपर निदेशक (प्रशासन) को 31 मई, 2006 को केन्द्रीय सेवा काल पूरा होने पर उसके कर्तव्यों से मुक्त कर दिया गया है ;

और मुद्रण निदेशालय के उक्त अपर निदेशक (प्रशासन) द्वारा प्रयोग किए गए अनुशासनिक कृत्यों के लिए आनुकूलिक व्यवस्था करने की तत्काल आवश्यकता है ।

अतः, अब राष्ट्रपति, उक्त नियमों के नियम 12 के उपनियम (2) के खंड (ख) के अनुसरण में अपर निदेशक (प्रशासन), मुद्रण निदेशालय, शहरी विकास मंत्रालय को उक्त मुद्रण निदेशक द्वारा नियुक्त किए गए कर्मचारियों के संबंध में उक्त नियमों के नियम 13 के उपनियम (2) में यथापरिकल्पित उक्त नियमों के नियम 11 के खंड (i) से खंड (iv) में विनिर्दिष्ट शास्त्रियों में से कोई शास्त्रि अधिरोपित करने के लिए सक्षम अनुशासनिक प्राधिकारी के रूप में नियुक्त करते हैं ।

[फा. सं. सी-31011/2/2006-एवी]

डी. पी. एस. चौहान, अवर सचिव (पीटीजी)

Ministry of Urban Development

New Delhi, the 31st October, 2006

S. O. 4256.—[WHEREAS, the Director of Printing in the Directorate of Printing, New Delhi has been conferred under Central Civil Services (Classification, Control and Appeal) Rules, 1965(herein after referred as the said rules) with the powers of disciplinary authority and appellate authority in respect of certain category of employees working in the Directorate of Printing and the Government of India Presses under the control of Directorate of Printing;

And whereas, the post of Director of Printing had fallen vacant on 1st August 2003 consequent on the retirement on superannuation of the incumbent and is likely to continue to be so vacant for some time more;

And whereas, in exercise of the powers conferred by clause (b) of sub-rule (2) of rule 12 of the said rules Shri B.B.Singh, Additional Director (Administration), Directorate of Printing in the Ministry of Urban Development was appointed as Disciplinary authority to impose any of the penalties specified in clauses (i) to (iv) of rule 11 of the said rules as envisaged in sub-rule 2 of rule 13 of the said rules in respect of the employees appointed by the said Director of Printing vide Order Number S.O.192, dated the 22nd January, 2004.

And whereas, Shri B.B.Singh, Additional Director(Administration) has been relieved of his duties on Central tenure completion, with effect from 31st day of May, 2006.

And whereas, there is urgent need to make alternate arrangement for disciplinary function hitherto exercised by the said Additional Director(Administration) of Directorate of Printing.

Now, therefore, in pursuance of clause (b) of sub-rule (2) of rule 12 of said rules, the President hereby appoints Additional Director (Administration), Directorate of Printing in the Ministry of Urban Development as Disciplinary Authority competent to impose any of the penalties specified in clauses (i) to (iv) of rule 11 of the said rules as envisaged in sub-rule (2) of rule 13 of the said rules in respect of the employees appointed by the said Director of Printing.

[F. No. C-31011/2/2006-AV]
D.P.S. CHAUHAN, Under Secy. (PTG)

नई दिल्ली, 31 अक्टूबर, 2006

का. आ. 4257.—प्रबंधक, भारत सरकार मुद्रणालय, निलोखेडी, उक्त मुद्रणालय के समूह 'ग' और समूह 'घ' के कर्मचारियों के संबंध में, केन्द्रीय सिविल सेवा (वर्गकरण, नियंत्रण और अपील), नियम, 1965 (जिन्हें इस आदेश में इसके पश्चात उक्त नियम कहा गया है) की अनुसूची में विहित अनुशासनिक प्राधिकारी हैं।

और भारत सरकार मुद्रणालय, निलोखेडी में कार्यरत श्री दया राम, सहायक जिल्दसाज के विरुद्ध उक्त नियम के नियम 14 के अधीन अनुशासनिक कार्यवाही आरंभ की गई थी।

और श्री एस० सी० शर्मा, प्रबंधक, भारत सरकार मुद्रणालय, निलोखेडी उक्त श्री दया राम जिल्दसाज के विरुद्ध अनुध्यात अनुशासनिक कार्यवाही में एक सार्वान साक्षी होने के कारण अनुशासनिक प्राधिकारी के रूप में कृत्य करने में असमर्थ हैं।

अतः अब, राष्ट्रपति उक्त नियम के नियम 12 के उपनियम (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री श्रीकांत मिश्रा, उप निदेशक, मुद्रण निदेशालय, नई दिल्ली को श्री दया राम सहायक जिल्दसाज, भारत सरकार मुद्रणालय, निलोखेडी के विरुद्ध आरंभ की गई अनुशासनिक कार्यवाही में, उक्त नियम के नियम 11 में विनिर्दिष्ट किसी शास्ति को अधिरोपित करने में सक्षम तदर्थ अनुशासनिक प्राधिकारी के रूप में, नियुक्त करते हैं।

[फा. सं. सी-31011/1/2006-एवं]

डॉ. पी. एस. चौहान, अवर सचिव (पीटीजी)

New Delhi, the 31st October, 2006

S. O. 4257.—Whereas the Manager, Government of India Press, Nilokheri is the Disciplinary Authority prescribed in the Schedule to the Central Civil Services (Classification, Control and Appeal) Rules, 1965 (hereinafter in this Order referred to as the said rules) in respect of Group 'C' and Group 'D' employees of the said Press.

And whereas disciplinary proceedings were initiated against Shri Daya Ram, Assistant Binder working in the Government of India Press, Nilokheri under rule 14 of the said rules.

And whereas Shri S.C.Sharma, the Manager, Government of India Press, Nilokheri is unable to function as the Disciplinary Authority on account of being a material witness in the disciplinary proceedings contemplated against Shri Daya Ram, Assistant Binder.

Now, therefore, in exercise of the powers conferred by clause(b) of sub-rule (2) of rule 12 of the said rules, the President hereby appoints Shri Srikant Mishra, Deputy Director in the Directorate of Printing, Nirman Bhawan, New Delhi as the adhoc Disciplinary Authority competent to impose any of the penalties specified in rule 11 of the said rules, in the disciplinary proceedings initiated against Shri Daya Ram, Assistant Binder in the Government of India Press, Nilokheri.

[F. No. C-31011/1/2006-AV]
D.P.S. CHAUHAN, Under Secy. (PTG)

ग्रम और रोजगार मंत्रालय
नई दिल्ली, 5 अक्टूबर, 2006

का. आ. 4258.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आर. एस. इंस्टीट्यूट ऑफ टी. बी. एण्ड अलाइड डिजीजिस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 14/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2006 को प्राप्त हुआ था।

[सं. एल-42012/72/2004-आई आर (सी-II)]
अजय कुमार गौड़, डैस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 5th October, 2006

S.O. 4258.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the management of L. R. S. Institute of T. B. and Allied Diseases, and their workmen, which was received by the Central Government on 5-10-2006.

[No. L-42012/72/2004-IR(C-II)]
AJAY KUMAR GAUR, Desk Officer
ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, NEW DELHI

I. D. No. 14/2005

In the matter of dispute between :

The General Secretary,
Hospital Karamchari Panchayat (Regd.),
Lala Ram Sarup Institute of Tuberculosis and
Allied Diseases,
Sri Aurobindo Marg,
New Delhi-I 10030

... Workman

versus

The Director,
L. R. S. Institute of T. B. and Allied Diseases,
Sri Aurobindo Marg,
New Delhi-I 10030

... Management

APPEARANCES:

None

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/72/2004-IR(CM-II) dated 12-4-2005 has referred the following Industrial Dispute to this Tribunal for adjudication :—

“Whether the action of the management of LRS Institute of T. B. and respiratory diseases, Sri Aurobindo Marg, New Delhi in regard to not paying

the arrears of Hospital Patient Care Allowance/Patient Care Allowance to their employees for the period from October, 2000 to September, 2002 is just, fair and legal ? If not, to what relief the workmen are entitled ?”

2. Notice was issued for appearance to the workman for hearing on 27-6-2005 when Shri Balbir Singh one of the workman appeared and none appeared for management and case was adjourned to 29-8-05 for filing claim. On 29-8-2005 again none appeared for the management and workman appeared in person and thereafter none appeared on subsequent dates. Neither the workman nor anybody on his behalf appeared and none for the management appeared. It appears that the parties are not interested in prosecution of this reference. Hence No Dispute Award is passed in this case and file be consigned to record room.

Dated : 25-9-06 S. S. BAL, Presiding Officer

नई दिल्ली, 5 अक्टूबर, 2006

का. आ. 4259.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ह. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 22/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2006 को प्राप्त हुआ था।

[सं. एल-22012/378/1999-आई आर (सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 5th October, 2006

S.O. 4259.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workmen, which was received by the Central Government on 5-10-2006.

[No. L-22012/378/1999-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT:

Sri Md. Sarfaraz Khan, Presiding Officer

Reference No. 22 of 2000

PARTIES:

Agent, Narsamunda Colliery of ... Management
ECL

versus

Sh. Manoj Kumar ... Workman

REPRESENTATIVES:

For the Management : Shri P. K. Das, Advocate

For the Union : Shri S. K. Pandey, Chief
(Workman) General Secretary, Koyala
Mazdoor Congress,
Asansol, Burdwan

Industry : Coal

State : West Bengal

Dated the 29-8-2006

ORDER ON THE POINT OF A LIMITED REMAND

This order relates to the Reference No. 22/2000 in which the award was passed by my predecessor in favour of the workman Manoj Kumar on 19-4-2002. It appears from the record that being aggrieved with the said award passed by then Presiding Officer, C. G. I. T.-Cum-Labour Court, Asansol, the management had preferred an appeal vide WP No. 18311(W) of 2003 before the Hon'ble High Court at Calcutta which was disposed of on 13-8-2004 by the Hon'ble Court. A certified Xerox copy of the order dated 13-8-2004 passed by the Hon'ble Court was filed by the side of the union. Perused the order of the Hon'ble Court through which the matter was sent back to this Tribunal for a limited remand to consider the genuinity of the Medical Certificate by an independent evidence by the Tribunal itself only on the basis of its face value. It is further directed that if Tribunal is satisfied with the same independently, the award which has been passed on 19-4-2002 will be sustained. If not, the Tribunal will be entitled to pass an appropriate order or orders on the basis of such evidential value.

Pursuant to the said order passed by the Hon'ble Court notices were issued to the representatives of both the parties who accordingly appeared in the court to safeguard the interest of their parties. The learned lawyer for the management was asked to produce the original copy of the entire Enquiry Proceeding along with its report and the original medical certificate dated 25-2-1997 filed by the workman concerned duly granted to him from the S. D. Hospital, Asansol for the undergone period of his treatment. In order to ascertain the genuinity of the said medical certificate the court felt it necessary to summon the Superintendent of the S. D. Hospital, Asansol and accordingly summon was issued to him. Pursuant to the said summon Dr. Shyamal Sanyal, Superintendent of Sadar Hospital, Asansol, appeared in the court on 10-5-2006. He was examined and discharged. He has claimed to know personally Sri T. K. Biswas, then Superintendent of the Hospital as he had the occasion to work with him so he is fully acquainted with writing and signature of Dr. T. K. Biswas. The medical certificate appears to have been issued by then Superintendent of the Sadar Hospital in the official capacity as he had examined the workman concerned himself during the relevant period of his treatment. On

perusal of the original medical certificate it transpires that the same was produced by the workman concerned before the management who after having found him physically fit forwarded it to the Senior P. O. on 26-2-97. It is further clear from the note sheet dated 26-2-97 of the Sr. P. O. on the medical certificate that he had allowed him to join after observing formalities. The management has already admitted in para 9 of its written statement that "in course of enquiry the ex-workman produced a sick certificate issued by S. D. Hospital, Asansol in support of his absence but the same was not accepted as the workman in spite of medical facilities available at colliery level as well as in Kalla/Sanctoria Hospital, attended S. D. Hospital, Asansol out of his own accord." Nowhere either in the written statement so filed by the management or in the enquiry report itself the genuineness of the contents of the Medical Certificate filed by the workman has ever been questioned or challenged by the employer. Had there been any doubt about the genuineness of the medical certificate, the Enquiry Officer or the employer could have easily verified as the same was admittedly produced by the workman concerned during the enquiry proceeding before the Enquiry Officer. These all facts go to indicate that the employer had no doubt about the genuineness of the medical certificate in question.

Having gone through the entire facts, circumstances and the discussions made above I am satisfied to hold that the medical certificate in question is for all purposes valid and genuine one and there cannot be any doubt on its validity and genuinity from any point of view and accordingly as per observation of the Hon'ble Court the award passed on 19-4-2002 will remain sustained. This order will form part of the award passed on 19-4-2002. The point in issue to be considered for a limited remand is accordingly disposed of.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2006

का. आ. 4260.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ मैसूर के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, नई दिल्ली के पंचाट (संदर्भ संख्या 72/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-10-2006 को प्राप्त हुआ था।

[सं. एल-12012/163/94-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 9th October, 2006

S.O. 4260.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 72/95) of the Central Government Industrial Tribunal No. I, New Delhi now as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of State Bank of Mysore and their workmen, which was received by the Central Government on 6-10-2006.

[No. L-12012/163/94-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, NEW DELHI

I. D. No. 72/95

In the matter of dispute between :

Shri Satyawan Maroria,
Son of Shri Vishal Singh,
6, Deshbandhu Gupta Road,
Karol Bagh,
New Delhi-5. Workman

Versus

The Manager,
State Bank of Mysore,
12, Regal Building,
Connaught Place,
New Delhi. Management

APPEARANCES :

Shri Nitin Aggarwal A/R for the workman.

Mrs. Madhu Dalia A/R for management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/163/94-IR(B-I) dated 30-6-95 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of State Bank of Mysore, New Delhi was justified in terminating the services of Shri Satyawan Maroria, Peon w.e.f 8-4-1994 ? If not, what relief the workman is entitled to ?”

2. Brief facts of this case as culled from record are that the workman claims that he was employed with the management as Peon w.e.f 20-2-90 and was initially posted at the Karol Bagh Main Branch where he performed his duties till 30-4-91 and from there he was posted to service branch w.e.f. 1-5-91 where he performed his duties till termination of his services i.e. till 8-4-93. His performance was quite satisfactory and he never gave any chance of complaint to his superiors. His salary from 1-5-91 to 30-7-92 was Rs. 200 per week i.e. Rs. 800 p.m. but he was paid regular salary w.e.f. 1-8-92 till his termination and his gross last salary was Rs. 1713.86 p, i.e. on the basic pay of

Rs. 815 p.m. His services were terminated illegally and unjustifiably. He was made to perform duties of a regular nature on a regular post of Peon. In fact he was only peon in the branch during the period w.e.f. 1-5-91 to 8-4-93 and there was no other regular Peon. He was also given experience certificate during the period of his service but all of a sudden he was told that he was no longer required and should stop working w.e.f. 9-4-93 and his services were terminated w.e.f. 8-4-94 without any reason under the directions of the head office. He was not given any termination order. He was not given one month prior notice or notice pay in lieu of notice or any retrenchment compensation. As such his termination of service is in violation of the provisions contained in Section 25F of the I. D. Act and by way of adopting unfair labour practice so that he may not claim any lien of his employment. He was performing double duties every day sincerely and while paid salary for single duty. He is entitled to overtime wages for the period of his service. He is also sent demand notice to the management through registered post. It was duly served but no reply was sent to it. Therefore he claimed that he is entitled to reinstatement in service with full back wages, continuity of service and all other consequential benefits.

3. Claim was contested by filing reply by the management raising preliminary objections that this court has no jurisdiction to entertain the claim. Claimant is not a workman under the provisions of I. D. Act and on merits it is stated that the services of the claimant were engaged by the bank on temporary casual basis as and when need arose due to workload not otherwise. The services were engaged as a stop gap arrangement and for the exigencies of service and due to stride over exigencies created by non-availability of the persons duly recruited by the authorities. It is, however, denied that the workman was given employment as Peon and he was employed on regular basis and that any unfair labour practice was adopted by the respondent as alleged. It is also denied that he was paid salary as a regular Peon or his services were terminated illegal or unjustifiably. The claimant was engaged to meet temporary exigencies and for temporary periods to meet the temporary exigencies as is established from disputing the action of the respondent. It is also denied that the claim was made to perform duties of regular nature. It is also stated that his engagement came to an end after exigencies of work and his services were no more required and he is not entitled to any compensation. The allegation of unfair labour practice are specifically denied. The experience certificate was given at his request to seek him alternative employment. It is also denied that the claimant workman was performing double duties every day and entitled to overtime as claimed. It is denied that the workman is entitled to the relief of reinstatement, continuity in service and consequential benefit as claimed. Service of notice is denied. It is denied that any cause of action accrued to the workman

by service of notice. By way of additional pleas it is stated that only those candidates who fulfil eligibility criteria like Educational Qualifications etc. for purposes of selection of candidates for absorption of approved permanent vacancy in the cadre of subordinate staff can be appointed after the appropriate recruitment by the authority. Claim of the claimant being against the provisions of law recruitment procedure of official guidelines cannot be considered and is sought to be dismissed in view of the above fact.

4. Written statement was followed by rejoinder wherein the contents of the claim statement were reiterated to be correct and controverted facts mentioned in the written statement were refuted.

5. After filing documents and admission denial of documents case was posted for evidence of the management and the management filed affidavit of Shri C. Gopinath, Manager of S.B.I. Mysore, Regal Building Connaught Place on behalf of the management and he was examined and cross examined as MW1 and closed his evidence. Thereafter the workman adduced his evidence by way of filing his affidavit Ex. WW1/1 and he was also cross examined by the management and closed his evidence. After closure of evidence A/Rs for both the parties namely Mr. Nitin Aggarwal A/R for workman addressed arguments and the case was adjourned from time to time for clarification arguments in reply by the management. Workman counsel filed written submissions today on 18-9-06 alongwith citations reported in 2006, the Secretary, State of Karnataka Vs. Uma Devi.

6. I have given my thoughtful consideration to the contentions raised on either side.

7. Out of pleadings the following questions arise for determination :

1. Whether the claimant is workman ?
2. Whether this court has no jurisdiction to try this case ?
3. Whether the workman is entitled to the relief claimed of reinstatement as per terms of reference ?

8. Workman claims that at the time of termination his last salary was Rs. 850 per month. The claimant claims that he is a workman. Respondent denies it. His basic salary was Rs. 1713.86 p. To determine this question it would be appropriate to have a look on the definition of workman under Section 2(s) of the I. D. Act which reads as under :

“(s) Workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceedings

under this Act in relation to any industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person :—

- (i) who is subject to the Air Force Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

9. Workman was working as a Peon and he was not subject to Air Force Act or employed in Police service or Administrative capacity and supervisory capacity. However, his pay was Rs. 1713.86 p which is more than Rs. 1600 p.m. The workman being a Peon in a Bank cannot be said to perform duties of Supervisory capacity or in a managerial or administrative capacity. Thus according to the above said definition claimant is a workman. It is not disputed by the respondent that the bank is an ‘Industry’ as defined in Section 2(J) of the I. D. Act. Thus this court has jurisdiction to try the disputes pertaining to termination and reinstatement of the workman under the provisions of I. D. Act.

10. The workman claims that he was a regular peon. To substantiate his claim he filed his affidavit as WW1. He examined himself and cross examined by the other party. There is no credible documents to substantiate and support his claim. In his cross examination he has stated that he used to be paid daily wages on pay scale basis. He was not given any appointment letter nor any termination letter. From this it appears that he was only engaged as daily rated worker and not on regular basis. He has produced some documents showing that he was assigned some duties but none of the document go to show that he was employed as regular peon on regular basis. Thus the workman has failed to substantiate the issue that he was appointed Peon on regular basis.

11. On the contrary the management has claimed that he was engaged on temporary casual on need basis as and when need arose due to work load and his services were engaged only as a stop gap arrangement and for newly created posts by non-availability of persons duly recruited by the authorities. MW1 has filed his affidavit averring therein that he was engaged on temporary basis as a casual

worker when exigency and need arose due to work load. Exigencies were created by non-availability of duly recruited persons i.e. to say that he was appointed in stop gap period when somebody were on leave and duly recruited persons were not available and his services came to an end and the arrangement between him and the bank came to an end when the term was over and his service automatically stood terminated. The arrangement between the parties was settled.

12. The workman has failed to prove that he was appointed as a peon on regular basis and that the action of the management in terminating services of the workman does not suffer from any legal infirmity and is justified and he is not entitled to any relief of reinstatement as claimed. The workman has failed to prove that he was a workman. However, he was engaged as a stop gap arrangement and his appointment came to an end on the expiry of his terms of appointment and contract and even otherwise engagement or appointment on daily wages comes to an as observed in Uma Devi case in para 42 which is mentioned below :—

..... therefore, consistent with the scheme for public employment, this Court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons the same would not confer any right on the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment; he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance.

13. In view of the above discussions I am of the opinion that the action of the management does not suffer from any legal infirmity and is justified and he is not entitled to any relief of reinstatement as claimed. Reference is answered accordingly. File be consigned to record room.

Dated : 25-9-06

S. S. BAL, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2006

का. आ. 4261.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एफ. रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

गुवाहाटी, असम के पंचाट (संदर्भ संख्या 7/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-10-2006 को प्राप्त हुआ था।

[सं. एल-41012/11/2005-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 9th October, 2006

S.O. 4261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7 of 2005) of the Central Government Industrial Tribunal/Labour Court, Guwahati, Assam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of N. F. Railway and their workman, which was received by the Central Government on 6-10-2006.

[No. L-41012/11/2005-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

PRESENT:

Shri H. A. Hazarika, Presiding Officer, CGIT-cum-Labour Court, Guwahati.

Ref. Case No. 7 of 2005

In the matter of an industrial dispute between :

The Management of N. F. Railway, Lumding, Nagaon.

versus

Their Workmen Sri Gouranga Ch. Das, Karimganj.

APPEARANCES :

For the Workman : Mr. A. Dasgupta, Advocate. Miss B. Das, Advocate.

Mr. S. Chakraborty, Advocate

For the Management : Mr. K. C. Sarma, Rly. Advocate.

Date of Award : 28-9-06.

AWARD

1. The Government of India, Ministry of Labour, New Delhi, vide its Order No. L-41012/11/2005-IR (B-I) referred this Industrial Dispute arose between the employers in relation to the Management of the General Manager (P), N. F. Railway, Lumding and their Workman, Sri Gouranga Ch. Das to adjudicate and to pass an award on the strength of powers conferred by Clause (d) of Sub-Section (1) and

Sub-Section (2A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) on the basis of the following Schedule :

SCHEDULE

“Whether Sh. Gouranga Ch. Das was a workman under the Industrial Disputes Act, 1947 ? And if yes, whether the action of the management of N. F. Railway in termination of Shri Gouranga Ch. Das w.e.f. 1-12-2003 is fair, just and legal. If not, to what relief is the workman concerned entitled ?”

2. On being appeared by both the parties the proceedings is proceeded here for disposal being Numbered 08/2005 as per Procedure.

3. The case of the workman Sri Gouranga Ch. Das in brief from narration of his W. S. is that the N. F. Railway engaged him for handling coal and ashes of Steam Engine at Badarpur and he worked so till abolition of Steam Engine in 1997. After abolition of the Steam Engine the workman was retrenched from the Railway service. After that the workman applied to N. F. Railway authority for a permanent job and in response to that he was engaged as a Box Porter and worked so for more than 2½ years. But violating of the Provision 25(f) of Industrial Disputes Act, 1947 all on a sudden he was retrenched from his service on 14-8-2003.

4. Though he was retrenched he was called again to work under a Contractor under Nagaland Mazdoor Co-operative Society, Badarpur which is undoubtedly an unlawful practice. On several occasions he raised his demand for absorption and regularization in Railway service but when all his efforts ended in vain he had to move an Industrial Disputes for his reinstatement and regularization. That the Conciliation Officer initiated conciliation proceeding but the same could not be settled and the Conciliation Officer having failed to arrive at a settlement submitted his final report and the appropriate Government referred this dispute for adjudication. That the Workman has been illegally retrenched in gross violation of mandatory provision of Section 25(f) and prayed to pass an award directing the management of N. F. Railway to reinstate and regularize his service under N. F. Railway and pay full back wages.

5. The case of the Management in brief is that the case is not maintainable in law as well as on fact and liable to be dismissed.

6. That the handling of work of coal ashes during abolition of Steam Engine was awarded to the Labour Co-operative Society on contractual agreement. That the workman was a labourer engaged by the contractor. The Management N. F. Railway, not engaged the workman. After abolition of Steam Locomotive the Diesel Loco started to work. Thus Railway did not engage the workman. Further the contractual work of transportation of drivers line boxes and tool box at Badarpur was awarded to Labour

Co-operative Society on contract basis from 15-8-98 to 14-8-2003 and Sri Gouranga Ch. Das worked under the contractor as engaged by the contractor and not engaged by the Railway. Daily wages paid by the contractor and not by the Railway Management as the workman was utilized by the contractor. The period of contract was expired on 14-8-2003, since the workman was engaged by the contractor, the question of illegal termination by the Railway authority does not arise. The administrative office of the Sr. DME/Lumding had not issued Identity Card. It might had been issued from the office of SSE/Loco/Badarpur Office for the purpose of allowing the contractor's labours in the Railway premises for doing the contractual works so that trespassers do not enter to Railway premises. Moreover, the Identity Card if any, issued by the SSE/Loco/Badarpur is not supported by any office records. Hence, issuance of Identity Card, if any, does not entitle the workman for absorption in the Railway. The payment was made to the workman by the contractor as per Clause-9 of the contract agreement. The petition filed by the petitioner/workman is false, frivolous and it is nothing but gross nuisance of law and as such it is liable to be dismissed with no awards.

7. Perused the Evidence in Affidavit filed by the workman himself only, who is duly cross-examined by the learned Advocate of the Management. The Management also examined their solitary witness as M. W. 1, who is also cross-examined by the learned Advocate of the workman.

8. Heard the argument of the learned Advocates Mr. A. Dasgupta assisted by Miss B. Das, Mr. S. Chakrabarty for the workman and Mr. K. C. Sarma, Advocate for the Management in details.

9. During the course of argument the learned Advocate for the workman Mr. A. Dasgupta agitated much on the point that the workman was a regular railway employee and he was retrenched without observing the Rules enshrined u/s 25(f) of the Industrial Disputes Act, 1947. Further, it is also argued by the learned Advocate Mr. A. Dasgupta that the workman worked more than 240 days at a stretch in a year as such, by virtue of his continuous service at a stretch the workman is entitled for regularization u/s 25(b) of the 2(II) of the Industrial Act and also entitled for backwages. That the workman was allowed to use Identity Card which is an evidence that he is a railway employee. That the Management of N. F. Railway illegally retrenched the workman and he is entitled to have a regular job under the Management of N. F. Railway. The learned Advocate for the railway management agitated that the workman was never a railway employee and he stressed that the alleged workman was a daily wage paid labourer engaged by contractor as per the Agreement Ext. 1. He is not entitled to have a regular job under the Management of N. F. Railway. There is no Employee and Employers relation between the Management and the alleged workman. The alleged workman is not a workman of the Railway Management.

I have carefully scrutinized the document relied by the Management. The management relied the Agreement which is obviously between the management N. F. Railway and the contractor. As per this Agreement the Railway is not employer of the workman. The Workman is a person belonging to the contractor. The labourer initially worked for carrying coal and ashes in relation to steam Engine. After abolition of steam engine he was worked as Box Porter of Drivers of Diesel Engine but it appears that he was never appointed as the workman of the Railway.

10. What I find the alleged workman was never appointed by the Management N. F. Railway against any vacancy available under the Management. No scrap of paper as regards the appointment is found. The Identity Card is not an appointment letter. It is reflected in the W. S. of the Management that for the convenience of allowing the Contract labours in the railway premises for doing contractual work the Identity Card might have been issued. I believe that the Identity Card is not the appointment letter as I have already stated hereinbefore. There is no evidence of regular payment to the alleged workman at a rate fixed by the railway for a regular employee. As regards continuous work under Section 25(b) 2(I) of the Industrial Disputes Act, 1947 there must be evidence that the workman worked continuously for 240 days in a year. That must be proved in as per record. The burden of proving it lies on the workman. Not only that the workman shall have also to be proved that he is paid for the period but in the instant case no such document is found. Under the above facts and circumstances, I found the claim of the workman that he was workman under the Railway Management concerned is not true. In my opinion he is not workman under the Railway Management concerned and as such the question of retrenchment does not come in this case of the alleged workman. It is to be cleared in no point of time the alleged workman was appointed as workman under the Railway Management concerned.

11. Under the above facts and circumstances the issue is decided against the alleged workman and he is not entitled for any relief. Accordingly the instant Schedule is decided against the alleged workman.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2006

का. आ. 4262.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एफ. रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, गुवाहाटी, असम के पंचाट (संदर्भ संख्या 8/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-10-2006 को प्राप्त हुआ था।

[सं. एल-41012/8/2005-आई आर (बी-१)]

अजय कुमार, डैस्ट्र अधिकारी

New Delhi, the 9th October, 2006

S.O. 4262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. Case No. 08 of 2005) of the Central Government Industrial Tribunal/ Labour Court, Guwahati, Assam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of N. F. Railway and their workmen, which was received by the Central Government on 6-10-2006.

[No. L-41012/8/2005-IR (B-I)]
AJAY KUMAR. Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

PRESENT:

Shri H. A. Hazarika, Presiding Officer, CGIT-cum-Labour Court, Guwahati.

Ref. Case No. 08 of 2005

In the matter of an industrial dispute between
The Management of N. F. Railway, Lumding, Nagaon.
versus

Their Workmen Sri Chitta Ranjan Rishi, Karimganj.

APPEARANCES:

For the Workman : Mr. A. Dasgupta.
Advocate. Miss B. Das.
Advocate. Mr. S. Chakrabarty. Advocate.

For the Management : Mr. K. C. Sarma. Rly.
Advocate.

Date of Award : 28-9-06.

AWARD

1. The Government of India, Ministry of Labour, New Delhi, vide its Order No. L-41012/8/2005-IR (B-I) referred this Industrial Dispute arose between the employers in relation to the Management of the General Manager (P), N. F. Railway, Lumding and their Workman, Sri Chitta Ranjan Rishi to adjudicate and to pass an award on the strength of powers conferred by Clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) on the basis of the following Schedule :

SCHEDULE

“Whether Sh. Chitta Rajan Rishi was a workman under the Industrial Disputes Act, 1947 ? And if yes, whether the action of the management of N. F. Railway in termination of Shri Chitta Ranjan Rishi w.e.f. 1-12-2003 is fair, just and legal. If not, to what relief is the workman concerned entitled ?”

2. On being appeared by both the parties the proceedings is proceeded here for disposal being Numbered 08/2005 as per Procedure.

3. The case of the workman Sri Chitta Ranjan Rishi in brief from narration of his W. S. is that the N. F. Railway engaged him for handling coal and ashes of steam Engine at Badarpur and he worked so till abolition of steam Engine in 1997. After abolition of the steam Engine the workman was retrenched from the Railway service. After that the workman applied to N. F. Railway authority for a permanent job and in response to that he was engaged as a Box Porter and worked so for more than 2½ years. But violating of the provision 25(f) of Industrial Disputes Act, 1947 all on a sudden he was retrenched from his service on 14-08-2003.

4. Though he was retrenched he was called again to work under a Contractor under Nagaland Mazdoor Co-operative Society, Badarpur which is undoubtedly an unlawful practice. On several occasions he raised his demand for absorption and regularization in Railway service but when all his efforts ended in vain he had to move an Industrial Dispute for his reinstatement and regularization. That the Conciliation Officer initiated conciliation proceeding but the same could not be settled and the conciliation Officer having failed to arrive at a settlement submitted his final report and the appropriate Government referred this dispute for adjudication. That the Workman has been illegally retrenched in gross violation of mandatory provision of Section 25(f) and prayed to pass an award directing the management of N. F. Railway to reinstate and regularize his service under N. F. Railway and to pay full back wages.

5. The case of the Management in brief is that the case is not maintainable in law as well as on fact and liable to be dismissed.

6. That the handling of work of coal ashes during abolition of steam Engine was awarded to the Labour Co-operative Society on contractual agreement. That the workman was a labourer engaged by the contractor. The Management N. F. Railway, not engaged the workman. After abolition of steam Locomotive the Diesel Loco started to work. Thus Railway did not engage the workman. Further the contractual work of transportation of drivers line boxes and tool box at Badarpur was awarded to Labour Co-operative Society on contract basis from 15-8-98 to 14-8-2003 and Sri Chitta Ranjan Rishi worked under the contractor as engaged by the contractor and not engaged by the Railway. Daily wages paid by the contractor and not by the Railway Management as the workman was utilized by the contractor. The period of contract was expired on 14-8-2003, since the workman was engaged by the contractor, the question of illegal termination by the Railway authority does not arise. The administrative office of the Sr. DME/Lumding had not issued Identity Card. It might

had been issued from the office of SSE/Loco/Badarpur Office for the purpose of allowing the contractor's labours in the Railway premises for doing the contractual works so that trespassers do not enter to Railway premises. Moreover, the Identity Card if any, issued by the SSE/Loco/Badarpur is not supported by any office records. Hence, issuance of Identity Card, if any, does not entitle the workman for absorption in the Railway. The payment was made to the workman by the contractor as per Clause-9 of the contract agreement. The petition filed by the petitioner/workman is false, frivolous and it is nothing but gross nuisance of law and as such it is liable to be dismissed with no awards.

7. Perused the Evidence-in-Affidavit filed by the workman himself only, who is duly cross-examined by the learned Advocate of the Management. The Management also examined their solitary witness as MW-1, who is also cross-examined by the learned Advocate of the workman.

8. Heard the argument of the learned Advocates Mr. A. Dasgupta assisted by Miss B. Das, Mr. S. Chakrabarty for the workman and Mr. K. C. Sarma, Advocate for the Management, in detail.

9. During the course of argument the learned Advocate for the workman Mr. A. Dasgupta agitated much on the point that the workman was a regular Railway employee and he was retrenched without observing the scheme enshrined under Section 25(f) of the Industrial Disputes Act, 1947. Further it is also argued by the learned Advocate Mr. A. Dasgupta that the workman worked more than 240 days at a stretch in a year as such, by virtue of his continuous service the workman is entitled for regularization u/s 25(b) of 2(II) of the Industrial Disputes Act and also entitled for backwages. That the workman was allowed to use Identity Card which is an evidence that he is a railway employee. That the Management of N. F. Railway illegally retrenched the workman and he is entitled to have a regular job under the Management of N. F. Railway. The learned Advocate for the railway management agitated that the workman was never a railway employee and he stressed that the alleged workman was a daily wage paid labourer engaged by contractor as per the Agreement Ext.-1. He is not entitled to have a regular job under the Management of N. F. Railway. There is no Employee and Employers relation between the Management and the alleged workman. The alleged workman is not a workman of the Railway Management. I have carefully scrutinized the document relied by the authorities. The management relied the Agreement which is obviously between the management N. F. Railway and the contractor. As per this Agreement the Railway is not employer of the workman. The Workman is a person belonging to the contractor. The labourer initially worked for carrying coal and ashes in relation to steam Engine. After abolition of Steam Engine the alleged workman was engaged to carry the works of Box Porter of

the driver of the Diesel Engine. Admittedly in cross-examination part Chittaranjan Rishi the alleged workman, deposed that at that stage they were not Railway Workers.

10. What I find the alleged workman was never appointed by the Management N. F. Railway against any vacancy available under the Management. No scrap of paper as regards the appointment is found. The Identity Card is not an appointment letter. It is reflected in the W. S. of the Management that for the convenience of allowing the Contract labourers in the railways premises for doing contractual work the Identity Card might have been issued. I believe that the Identity Card is not the appointment letter as I have already stated hereinbefore. There is no evidence of regular payment to the alleged workman at a rate fixed by the railway for a regular employee. As regards continuous work under Section 25(b) 2(II) of the Industrial Disputes Act, 1947 there must be evidence that the workman worked continuously for 240 days in a year. That must be proved in as per record. The burden of proving it lies on the workman. Not only that the workman shall have also to be proved that he is paid for the period but in the instant case no such document is found. Under the above facts and circumstances, I found the claim of the workman that he was workman under the Railway Management concerned is not true. In my opinion he is not workman under the Railway Management concerned and as such the question of retrenchment does not come in this case of the alleged workman. It is to be cleared in no point of time the alleged workman was appointed as workman under the Railway Management concerned.

11. Under the above facts and circumstances the issue is decided against the alleged workman and he is not entitled for any relief. Accordingly the instant Schedule is decided against the alleged workman.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2006

का. आ. 4263.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय विद्यालय, एयर फोर्स स्टेशन के प्रबंधातार के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकारण, नासिक के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-2006 को प्राप्त हुआ था।

[सं. एल-42012/148/97-आई आर (डी. यू.)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 9th October, 2006

S.O. 4263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Nashik as shown in the Annexure in the Industrial Dispute between the employers in relation to

3376G/106-11

the management of Kendriya Vidyalaya, Air Force Station and their workmen, which was received by the Central Government on 9-10-2006.

[No. L-42012/148/97-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI P. S. SHINDE, MEMBER,
INDUSTRIAL TRIBUNAL, MAHARASHTRA,
NASHIK

Reference (IT) No. 5 of 1998

Kendriya Vidyalaya,
Air Force Station,
Deolali South-422501,
Dist. Nashik

... First Party

AND

Shri Rajesh Vithoba Palde,
R/o Lahivat, Tal. and Dist.
Nashik

... Second Party

CORAM :

Shri P. S. Shinde, Member

APPEARANCES :

For the First Party : Shri V. L. Andhale, Adv.

For the Second Party : Shri S. D. Ganguarde, Adv.

AWARD

(Date 8-8-2006)

1. The is a Reference came to be referred by the Desk Officer, Ministry of Labour, Govt. of India, New Delhi-110001 on 18-5-98 for adjudication of an Industrial Dispute between the First Party and the Second Party union, as to "whether the action of the Principal of the Kendriya Vidyalaya, Air Force Station, Deolali South, in terminating the services of Shri R. V. Palde is legal and justified ? If not, what relief to which the workman is entitled ?"

2. The second party workman filed the Statement of Claim below Exh. U-2 with the contention that he was employed with the first party as a peon w.e.f. 10-11-95 on daily wages of Rs. 30 per day. The duty hours of the second party were from 7.30 a.m. to 4 p.m. during day time and from 4 p.m. to 7 a.m. of next day. The second party from the date of joining till October 1996 he was given muster-roll for signing. But in the month of November, 96 he was not given the muster-roll for signing. Though during night shift hours he was not given muster-roll for signing. There is a duty register maintained by the employer for night duty hours and as and when the workman worked in the night shift he has signed the duty register. The first party terminated the services of the second party w.e.f. 11-11-96 by oral orders without giving anything in writing. The

Second party doing the work of peon and watchman i.e. to clean the classrooms and other miscellaneous work as per the directions of the first party from time to time. The services of the second party were required by the first party; however as per the first party wants to recruit their close relative, the services of the second party were terminated with mala fide intention and that too with selfish ends without conducting any enquiry. The second party also doing the work of electric maintenance as and when required by the first party because he possessed the certificate of electric wireman course. The second party has worked for more than 240 days with first party, but he was not given any notice, notice pay or retrenchment compensation before terminating his service, which amounts to violation of Sec. 25F of the I. D. Act, 1947. The first party has retained the junior employees than the second party, which goes to show that the first party has not followed the principles of last come first go, hence the same is violation of Sec. 25G of the I. D. Act, 1947. After termination of his services the first party has recruited the close relatives of management. Hence there is a violation of Sec-25H of the I. D. Act, 1947. The first party while terminating the services of the second party, it did not obtain the permission of the Govt. and did not give the notice of 3 months as required under Sec-25N of the I. D. Act, 1947, the first party has not followed the provisions of Rule-81 of the I. D. Bombay Rules, 1957. In fact no provision of law are followed before terminating the services of the second party. Hence the said termination is with a view to victimize the second party and the same is not in good faith but in colourable exercise of the employer's right and for patently false reasons. The second party has not given opportunity of being heard before terminating his services, as well no show cause notice given to him. The principles of natural justice have not been followed before or while terminating the services of the second party. The second party has not committed any misconduct and the service record of the second party is very clean and unblemished. The second party was not issued with any chargesheet and no enquiry was held before his termination. The act of termination of the services of the second party is unfair, illegal, mala fide, unjustifiable, improper and therefore the same is required to be set aside. After the termination the second party has sent notice through an advocate, and thereafter demand notice for reinstatement with full back wages and continuity of service. The matter was admitted into conciliation, which was reported as failure. Therefore reference was made on the basis of the failure report for adjudication of the industrial dispute. The second party is unemployed from the date of his termination by the first party. The second party therefore entitled to the relief of reinstatement with continuity of service and full back wages. The second party on the basis of the aforesaid contentions prayed for holding a termination as illegal, improper and bad in law and directing the respondent to reinstate the second party with continuity of service and

back wages in full from the date of termination till the date of reinstatement.

3. The first party appeared and filed the Written Statement below Exh. C-4 with the contention that the Reference is bad in law and illegal. According to the first party the second party was never confirm and regular employee of the first party, and therefore there do not exist relationship of employer and employee between the first party and the second party. The notice sent by the second party is not in accordance with the provision under which the first party is functioning and the provisions under which the notice is sent are not applicable to the first party. The first party denied various contentions raised by the second party in notice as well as in statement of claim and prayed for putting the second party to the strict proof thereof, unless any specific statement is admitted to be true. According to the first party the second party was never employed as a peon or a watchman on permanent basis. The second party has never worked continuously with the first party. The second party was taken in the employment purely on temporary basis on daily wages. The second party was not recruited by following the regular process of employment. Whatever the payment made to the second party was paid from the contingency funds and not from the regular salary amount. The first party do not have any right to appoint the regular employee. Rights of appointing a person are vested with the senior high officers. While recruiting the employees, the names are called from the Employment Exchange, as well the approval is obtained prior to recruitment. The recruitment is don't only by following the process of recruitment rules. The second party was never appointed by following the process of recruitment and there is no approval to the post of which the second party was working. The first party registered under the Co-operative Societies Act and functioning as a autonomous body. The second party being working on daily wages and on the work which was arose intermittently, the service of the second party were brought to an end on completion of the work and as such the first party is not in need of employment of the second party. Since the second party was working on daily wages and temporary wages, there was no requirement to issue notice to the second party. The first party on the basis of the aforesaid contentions prayed for dismissing the Reference, by answering the same in negative.

4. Considering the aforesaid pleadings and counter pleadings of both the parties, I have before me following issues for my determination and my findings thereof are as under :

ISSUES	FINDINGS
(1) Whether the second party proves that the termination of services is illegal, unjustified, improper, unfair and void ?	YES

(2) Whether the second party proves that he is entitled to reinstatement with continuity of service and back wages in full along with other benefits ?	YES
(3) Whether the first party proves that the Reference referred for adjudication is liable to be answered in negative ?	NO
(4) What Award ?	As per the final Award.

REASONS

5. Issue No. 1 : Heard the arguments advanced by the Ld. Advocates of both the parties in consonance with the contentions raised and the material placed on record. The first party filed certain documents along with Exh. U-13 and U-14. The first party did not file any documents. The second party filed affidavit in lieu of his oral deposition below Exh. U-9 and he was cross examined at length by the Ld. Adv. for the first party. The first party examined one witness by name Shri Pradip Sunil Mitra below Exh. CW-1 and he was duly cross examined by the Ld. Adv. for the second party. The affidavit filed by the second party is of reiteration of the contents of the statement of claim. During the course of the cross examination the second party admitted that when he joined the first party Shri Pawar and Shri Jadhav were not in duty, as the court matter was pending of Shri Pawar and Shri Jadhav. The second party also admitted that the case of Shri Jadhav was decided in his favour and accordingly he is on duty; however he has shown his unawareness as to whether Shri Jadhav was reinstated by virtue of orders of the Court or otherwise. The second party also admitted that Shri Pawar shown joined his duty while the second party is not on duty. The second party also shown unawareness as to for how many period Shri Pawar and Jadhav were not on duty. The second party also admitted that since there were vacancy of two permanent employees due to medical unawareness and due to pendency of the court matter the second party was provided the work on daily wages. The second party admitted that subsequent to 1996 he is doing the work of Bigari on daily wages with Rs. 60 to Rs. 80 per day. He also admitted that the wages as of Bigari now he is drawing, is more than he was getting from the first party.

6. As against the evidence of the second party, the first party has recorded the evidence of the Principal. The witness of the first party is admitted that muster roll is maintained by the first party for the watchman and peon for performing to their duties. The witness denied that there were employees specially appointed for the work of night duty separate muster is maintained for the said employees. The witness also shown unawareness as regards filling of statement of showing the number of days by the second party before the Assistant Commissioner of Labour by the

then Principal. Witness further made a statement that Shri P. N. Kulkarni was working as a Principal in the year 1997; who was attended the office of the ACL (Central). The witness also shown unawareness about the documents filed below Exh. U-13, as well shown unawareness about the signature of Shri Kulkarni. The witness also shown total unawareness as regards issuance of appointment letter to the second party and whether there was reference of Shri Raju Pawar in the appointment letter or order issued to the second party. The witness has also made a statement that no documents are produced in respect of Shri Jadhav and Pawar in the matter. The witness also shown unawareness as to whether any compensation was paid to the second party or as to whether a notice was given or notice pay in lieu of notice given to the second party or not.

7. It is not in dispute that the second party was engaged by the first party; however, admittedly there is no appointment letter or order issued to the second party, at least the same is not appearing in this proceeding. Since, nothing is placed on record in the form of documents as regards appointment of the second party; whether the same was temporary, badli or daily wager or against anybody or with certain terms and conditions or for which period has not been specified by the second party.

8. It is an admitted fact that the post of peon falls in Class-IV cadre. It is also an admitted fact that the second party was working on the post of peon. There is also an admitted fact there is a court matter pending in respect of one peon, and one post was vacant due to retirement of one peon on medical ground. So far as an employee whose services were terminated, which shows that there was clear cut vacancy, as there was no necessity or even presumption for the first party to presume that an employee whose services were terminated is likely to be reinstated by the court, and therefore, it is quite possible that the second party was appointed by the first party in his place or in the place of an employee who was medically unfit. There is nothing on record to show as to whether the person was medically unfit was for specific period and he is likely to return back within a specific period. Therefore one has to draw the presumption that the work of the second party was clearly against the vacant post and there was no evidence to draw the conclusion that the appointment of the second party was for specific period and only for the specific purpose and for the work, which was to come to an end after a specific period. Under the circumstance, even assuming that an employee whose services were terminated by virtue of the court order, the first party was duty bound to offer and pay notice pay in lieu of notice and compensation, as if he retrenched and admittedly that has not been done by the first party for the reasons best known to him.

9. Even assuming that the second party was working on temporary basis, but when he has completed for 240

days and since he has completed one year service on vacant post, it is the duty of the first party to offer one month notice and compensation. There is no exemption from the payment of compensation or giving of notice or notice pay in lieu of notice, even if the employee is appointed on temporary basis. There appears no reasons as to why the first party has not complied with the said provisions in context of the second party while dispensing his services. The statement attached to the letter dt. September, 1997 addressed to the ACL (Central) and the signature of Shri P. N. Kulkarni, if perused along with the extract thereto, it is crystal clear that for the period from November, 1995 to September, 1996, more specifically from 10-11-95 to 19-9-1996 the second party has completed work for more than 240 days, preceding 12 month from the date of his termination. In the said letter the Principal of the said school of the first party has specifically mentioned that the second party was disengaged on completion of the said work on 19-9-1996. However, the work for which the second party was engaged came to be mentioned as to carry out the cleaning/leveling sports grounds. But, if at all that was so, the first party would have made specifically to that effect in clear cut statement in its written statement or by issuing letter to the second party while providing the work to him, or ought to have made clear to the second party about availability of the work and non-availability of the work subsequent to completion of the work allotted to him.

10. The contention taken by the first party that the second party was engaged from 10-11-95 to 19-9-1996 to work half a day only is totally imaginary. If anybody engages an employee for specific work, obviously he use to say that, the said work is to be completed by a person with specific period and if at all he is engage in another half day by somebody else and anything goes wrong, the question of liability is also arose, and under such circumstances the contention of the first party do not appears to be proper and admissible in the present set of facts and circumstances and in the eyes of law. The documents produced by the second party at Sl. No. 1 below Exh. U-13 if perused that show and indicates that there were 3 names are appearing in the cadre of peon on which second party was working and claiming the post. Along with the second party another two peons are working with the first party. Out of which, only the name of the second party is appearing to be regular; whereas attendance of other peon-employees are appearing total frequently.

11. The deposition of the second party clearly indicates that he was required to perform the duties from 7.30 a.m. to 4.00 p.m. and in subsequent thereto from 4 p.m. to 7 a.m. The second party has also made a mentioned that he was required to perform the duty of peon and watchman along with carrying office papers from one table to another table. If at all the second party has worked as contended by the first party for leveling the ground or for cleaning, in that case, at least, there would have been entry

on the vouchers against the payment made by the first party to the second party. But nothing has been produced on record to show and establish that case also. In fact, the first party has not produced any documentary evidence to establish any sort of contentions. The first party in fact categorically denied about existence of any such documents, as called by the second party vide Notice of Documents below Exh. U-7, and therefore, in the absence of any concrete evidence on the part of the first party the benefits of doubt deserves to be given to the second party and adverse inferences can be drawn against the first party, as the documents produced by the second party also indicates for completion of 240 days work in a year by the second party with the first party school. The discontinuation of his employment, without following due process of law and denial of further employment to the second party without assigning any reason in writing, in my opinion, the act of the first party of disengaging the second party amounts to illegal termination, which definitely amounts to unjustified, unfair, improper, bad in law and void. The termination without following due process of law or provisions of the Industrial Disputes Act, 1947 required to be held as illegal and there are no reasons to draw any other conclusion, in the facts and circumstances as appearing on record. I, therefore, answer the Issue No. 1 in the affirmative.

12. Issue No. 2 : The second party having established his termination by the first party as illegal, which also amounts to unjustified, improper, unfair and void, there is no reason to deny the relief of reimbursement with continuity of service to the second party. As regards back wages are concerned, in my opinion, initially the Reference was decided ex parte and thereafter by virtue of the directions of the Hon'ble Apex Court of India, the matter was restored back and again the matter was taken for hearing by allowing the first party to appear and filed its WS, and therefore, irrespective of the facts that the second party is gaining some amount by working as a Bigari, in my opinion, to meet the ends of justice, the second party is entitled for getting 50% back wages. In my opinion, in the interest of justice directing the first party to reinstate the second party with continuity of service along with 50% back wages from the date of termination till he is reinstated in service, that would be just and proper relief to the second party.

13. The Advocate for the second party placed reliance on the Judgement of our own Hon'ble High Court in the matter of Tata Consulting Engineers V/s. Valsla K. Nair (Ms.) and Ors. reported in 1997-II-CLR-1099; wherein the Hon'ble High Court was pleased to held that, the issue of continuous service, as well as compliance of Sec-25B. The Hon'ble High Court in the said Judgment clearly observed that,

“for denying the reinstatement with continuity of service and back wages, there are required exception

case and in the absence of any such exceptional facts there is no reason to deny the reinstatement with continuity of service and back wages. Hence the termination is held as bad in law."

The Hon'ble High Court while interpreting the Sec-25B of the I. D. Act, 1947, as regards continuous service drawn the findings that, "if the workman has continued in service uninterrupted for a period of 240 days in a calender year preceding the date of termination, the services rendered by him is required to be counted as continuous service."

In my opinion, in the light of the aforesaid observations of the Hon'ble High Court there is no reason to deny the relief of reinstatement with continuity of service and back wages @ 50% to the second party.

14. The Ld. Adv. appearing for the second party further placed reliance on the Judgment of our own Hon'ble High Court in the matter of Z. P. Dhule V/s. R. H. Khairnar reported in 1994-II-CLR-995; wherein the Hon'ble High Court was pleased to hold that,

"The employment contract does not attract exclusory clause (bb) of Sec-2(oo) and as such non-compliance with S-25F which is mandatory in nature renders an order of termination of service illegal and non est."

15. In my opinion, the facts appearing in the present matter are also identical on the issue before the Hon'ble High Court and in the present set of matters, and therefore, the second party is entitled for the reliefs. In the circumstances, I answer the Issue No. 2 in the affirmative.

16. **Issue No. 3 :** Since the second party has established his entitlement for the relief of reinstatement with continuity of service and 50% back wages from the date of his termination till he is reinstated in service, and therefore, the first party having not established non-tenability of the Reference referred by and for the second party workman. Therefore, in my opinion, there are no reason to answer the Reference in negative as contended by the first party. Hence, I answer the Issue No. 3 in the negative and proceed to pass the following Award

AWARD

The Reference is hereby allowed.

The second party workman is entitled for the relief of reinstatement with continuity of service along with 50% back wages from the date of his termination till the date of actual reinstatement in employment of the first party.

The first party is hereby directed to reinstate the second party with continuity of service along with 50% back wages from the date of his termination till the date of actual reinstatement in service of the first party.

The first party is hereby directed to comply the Order within a month from the date of publication of the Award.

The Award be sent for publication.

No order as to costs.

Place : Nashik.

Date : 8-8-2006.

P. S. SHINDE, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2006

का. आ. 4264.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, नई दिल्ली के पंचाट (संदर्भ संखा 5/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-2006 को प्राप्त हुआ था।

[सं. एल-40012/130/2004-आई आर (डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 9th October, 2006

S.O. 4264.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes a corrigendum to the Award (Ref. No. 5/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1-, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 9-10-2006.

[No. L-40012/130/2004-IR (DU)]
SURENDER SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI SANT SINGH BAL PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, NEW DELHI**

I.D. No. 5/2005

In the matter of dispute between :

Shri Ravinder Kumar S/o Shri Harke Ram,
Village Bhandari,
Tehsil—Gohana,
Sonepat. . . . Workman

Versus

The General Manager,
B.S.N.L.,
Telecom Deptt.,
Gohana Road,
Sonepat. . . . Management

APPEARANCES:

Shri S.C. Sharma, S.D.E. (Legal).

AWARD

The Central Govt. in the Ministry of Labour vide its Order No. L-40012/130/2004-IR (DU) dated 13-1-2005 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of BSNL, Gohana in terminating the services of Shri Ravinder Kumar S/o Sh. Harke Ram, Driver w.e.f. 29-1-2001 is just and legal ? If not, to what relief the workman entitled to ?”

2. Workman filed his claim statement stating that he was engaged as driver on monthly wages of Rs. 2000 w.e.f. 30-1-98 and he worked continuously till 29-1-2001 and thereafter his services were terminating without assigning any reason, illegally and unjustifiably.

3. The management contested the claim by filing written statement raising preliminary objection No. 1 that the workman has no cause of action. Workman has no locus standi and he is not employee of the respondent that claim petition is not legally maintainable.

4. On merits it is stated that workman was appointed as driver by the respondent management and he worked for the period w.e.f. 30-1-98 to 29-1-2001 continuously as alleged. However, his services were availed by respondent on daily wage-basis hired by a contractor. The whole payment was made by contractor. The claimant was allowed to work according to the requirement and was never paid any salary of Rs. 2000 PM nor he worked continuously as claimed and there does not exist any relationship of employer and employee between the claimant and the respondent. The claim is, therefore, liable to be dismissed.

5. The workman first appeared in this case on 14-11-05 and thereafter he did not appear on subsequent hearing on 4-1-2006, 9-3-06, 25-5-06, 1-8-06 when the workman was given last opportunity for appearing and filing documents and case was adjourned for today. Today also neither the workman nor anybody on his behalf is present. Shri S.C. Sharma, S.D.E. (Legal) of the management is present. It appears that the workman is not interested in the prosecution of this claim and therefore, No dispute Award is accordingly passed and file be consigned to record room.

Dated : 27-9-06.

S.S. BAL, Presiding Officer

नई दिल्ली, 9 अक्टूबर, 2006

का. 3ा. 4265.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मारमूगाव पोर्ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम्नायालय सी.जी.आई.टी. कम एल सी-2, मुम्बई के पंचाट (संदर्भ

संख्या सी.जी.आई.टी.-2/86 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-10-2006 को प्राप्त हुआ था।

[सं. एल-36012/2/2000-आईआर (विविध)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 9th October, 2006

S.O. 4265.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/86 of 2000) of the Central Government-Industrial Tribunal-cum-Labour Court CGIT cum-LC-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mormugao Port Trust and their workman, which was received by the Central Government on 2-10-2006.

[No. L-36012/2/2000-IR (M)]
B.M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI****PRESENT:**

A.A. Lad, Presiding Officer

Misc. Application No. CGIT-2/3 of 2003

In

Reference No. CGIT-2/86 of 2000

Shri A.A.A. Ranjeet,
Workman, C/o. M.P.T.R. Workers Union,
Administrative Building,
Mormugao Port Trust,
Goa.

Applicant
(Orgn. 2nd Party
... Workman)

V/s.

The Chairman,
Mormugao Port Trust,
Administrative Office,
Headland, Sada, Goa.

Opponent
(Orgn. 1st Party
... Management)

APPEARANCES:

For the Workman : Mr. Leonardo Rodrigues,
Representative. (President,
MPRW Union)

For the Opponent : Mr. M.B. Anchan, Advocate.

Date of reserving the Order : 21st June, 2006.

Date of passing of Order : 20th July, 2006.

The Applicant states as under :

1. Second Party Workman, A.A.A. Ranjel, has filed this application for restoration of Reference No. CGIT-2/86 of 2000 stating that it was disposed of by this Tribunal for want of prosecution noting his absenteeism in the reference No. CGIT-2/86 of 2000. In fact this Applicant i.e. workman was in jail and as such could not contact the union and pursue the reference which was sent by the Government of India, Ministry of Labour regarding his demand of reinstatement. So he prayed to restore Reference No. CGIT-2/86 of 2000 to decide on merits.

2. This prayer is objected by the Opponent i.e. Management Mormugao Port Trust by filing its say at Exhibit-6 stating that application is filed by the workman in his personal capacity i.e. A.A.A. Ranjel whereas Reference was preferred by M.P.T.R. workers union. The notice was served on the union regarding the dates of hearings of the Reference No. CGIT-2/86 of 2000. Nobody has taken care of the notice given by the Tribunal. It reveals that both were not interested and as such Tribunal rightly disposed of the reference observing as "disposed of for want of prosecution" by order dated 19th September, 2001. Since case is not made out by the Applicant to restore the reference it deserves to be dismissed.

3. In view of the above contentions following points arise for my consideration :

Points	Findings
1. Whether Reference No. CGIT-2/86 of 2000 require to restore to decide on merits ?	Yes
2. What order ?	As Per below

Reasons :

4. To support the case of restoration of the Reference No. CGIT-2/86 of 2000, Applicant through Union's President, led evidence by filing affidavit at Exhibit-16 and was cross-examined by the employer i.e. Mormugao Port Trust. In the affidavit union made out the case that, the concerned workman i.e. A.A.A. Ranjel was in jail. Only one notice was served on them. Due to workman, Ranjel's, imprisonment Union was unable to proceed with the reference and as such it was disposed of for want of prosecution. Even in the cross the case made out by the Union's President is not shaken by the employer. So from this it is clear that A.A.A. Ranjel, the concerned workman was in jail during the particular period and that fact is not disputed by the Company. I think that, is the good reason for Applicant to say that, he had no option but to remain absent during his imprisonment. When he was in jail he

cannot attend the reference. Naturally his absence was noted and reference was disposed of. So in my considered view under this set of circumstances reference decided in CGIT-2/86 of 2000 and disposed of, can be reconsidered as that, was not decision on merit and was not intention of the Government to send the reference for adjudication on the issue involved in the reference. Concerned workman must get an opportunity and he must be heard on it. In the instant case, that was not observed because of the absence of the concerned workman. So, I feel there is good case and reason for the workman to pray to restore the reference and decide on merits.

5. The point raised by the Opponent Company that, Application is filed by the workman and not by the Union and reference was pushed by the Union on behalf of the workman. I think that cannot come in the way of the Applicant's request for restoration of the reference and deciding it on merits.

6. In view of the discussions made above I conclude that the Reference No. CGIT-2/86 of 2000 requires to be restored on file to decide on merits. So, I answer the above point to that effect and pass the following order :

ORDER

1. Application is allowed,
2. Reference No. CGIT-2/86 of 2000 is restored on file to decide on merits;
3. Issue notices to both, to attend Reference No. CGIT-2/86 of 2000, i.e. to 2nd Party Workman—Union to file their Statement of Claim, serve copy on employer and to Mormugao Port Trust to appear in the reference to file their Written Statement on claim of the 2nd party, by attending this Tribunal at Goa on 28th September, 2006.

Mumbai,

20th July, 2006.

A.A. LAD, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2006

का. आ. 4266.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (संदर्भ संख्या 22/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-2006 को प्राप्त हुआ था।

[सं. एल-12012/364/1991-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th October, 2006

S.O. 4266.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/92)

of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 9-10-2006.

[No. L-12012/364/91-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 28th September 2006

PRESENT:

Shri A.R. Siddiqui, Presiding Officer

C.R. No. 22/1992

I Party

Shri K.S. Pramod Kumar,
No. 347, 16th A Main,
4th 'T' Block, Jayanagar,
Bangalore-11

II Party

The General Manager (PS),
Syndicate Bank,
Head Office,
Manipal.

APPEARANCES:

1st Party : Shri R. Nagendra Naik, Advocate
2nd Party : Shri Ramesh Upadhyaya, Advocate.

AWARD

The Central Government exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order. No. L-12012/364/91-IR (B-II) dated (not legible) for adjudication on the following schedule :

SCHEDULE

“Whether the management of Syndicate Bank is justified in dismissing Shri K. Pramod Kumar, Ex-clerk, of the Bank. If not, what relief he is entitled to ?”

2. The first party workman who was working as a Clerk was served with the chargesheet dated 8-8-1988. The allegations made in the chargesheet in brief are :

“That when he has been working as a Clerk at K.R. Puram branch, Bangalore during the period between June 1984 and August 1986, on 2-6-1984 he has falsely enhanced the credit balance in his SB Account No. 12 by Rs. 1000. That on 14-12-1984 he got sanctioned a loan of Rs. 5000 in the name of Shri Harsha Bhatt, his brother-in-law and that on 28-8-1986 he received a sum of Rs. 1,100 from the branch against Token No. 15.”

3. In the chargesheet detailed facts and reasons have been given to justify that the above acts committed by him are the gross misconduct prejudicial to the interest of the bank vide Clause No. 19.5 (j) of the Bipartite Settlement.

4. The first party did not give reply to the chargesheet and in order to prove the charges, a departmental enquiry was conducted against him and on the findings given by the enquiry officer holding him guilty of the charges, he was dismissed from service. His appeal against the dismissal order to the Appellate Authority also came to be dismissed.

5. The first party filed his Claim Statement before this tribunal challenging the dismissal order passed against him and the enquiry proceedings conducted against him as illegal, unjust and in violation of principles of natural justice (his pleadings with regard to the proceedings of enquiry are omitted as DE held against him has been set aside by the Hon'ble High Court in Writ Petition No. 1553/01).

6. As far as his dismissal order is concerned, at Para 7 of the Claim Statement he contended that the entire proceedings culminated in his dismissal are illegal, arbitrary and contrary to the principles of natural justice and so also the provisions of Bipartite Settlement. He contended that there is no loss suffered by the bank in respect of any transaction alleged against him and punishment is arbitrary, excessive and is in the nature of victimization. Therefore, he requested this tribunal to pass an award setting aside the dismissal order and to reinstate him in service with continuity of service and other consequential benefits.

7. The management by its Counter Statement contended that the disciplinary authority after giving the first party opportunity to make his say as regards the punishment imposed and after evaluating the evidence recorded in a proper manner held him guilty of the charges and confirmed proposed punishment of dismissal. While repeating the charges leveled against the first party at Para 4 of the Counter Statement, the management denied the contention of the first party that chargesheet was based on old and stale matter. It contended that charges being grave in nature amounting to cheating and defalcation and the management having lost all confidence in him, was fully justified in terminating his services. Therefore, the management submitted to reject the reference.

8. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, on 22-10-1997 this tribunal framed the following Preliminary Issue :

“Whether the Second party conducted Domestic Enquiry against the first party regarding the case in accordance with rules and principles of natural justice ?”

9. During the course of trial of the said issue the management examined the enquiry officer as MW1 and in his deposition got marked 26 documents at Ex. M1 to M26. The first party examined himself as WW1 and got marked two documents at Ex. W1 and W2.

10. After having heard the learned counsels for the respective parties, my learned Predecessor by his order dated 29-5-1999 answered the above said issue in favour of the management holding that the enquiry held against first party was fair and proper. Thereupon, learned counsels were heard on merits of the case and my learned Predecessor by his award dated 20-9-1999 rejected the reference holding that the management was justified in dismissing the first party from service. Aggrieved by this award, the first party approached the Hon'ble High Court in Writ Petition No. 1553/01 and his Lordship of Hon'ble High Court by his order dated 1-2-2006 quashed the findings of this tribunal on the point of Domestic Enquiry as well as set aside the award passed by this tribunal and remanded the matter back to this tribunal for fresh disposal. The operative portion of the order at para 6 in the said Writ Petition is as under :

"Accordingly, the petition is allowed. The impugned order of the tribunal, holding that the enquiry was fair and proper and the award pursuant thereto rejecting the reference, are set aside. The matter is remitted for a fresh adjudication to the tribunal and having regard to the facts and circumstances, the tribunal is directed to expedite the adjudication and complete the same before the end of September 2006, if no earlier. All questions are left open."

11. After the remand, in order to prove the charges of misconduct leveled against the first party, the management examined three witnesses as MW2 to MW4 and got marked 12 documents at Ex. 27 to M38 in addition to documents at Ex. M1 to M26 already marked during the course of trial on the preliminary issue. On his part first party once again examined himself as WW1 by filing his affidavit evidence without getting marked any documents.

12. Statement of MW2 in his examination-in-chief on the first charge against the first party is that when a clerk who was handling SB department went for Coffee for a while, the first party came to him with a request to allow him to make some entry into his own ledger account pertaining to his account No. SSB 12 marked at Ex. M27. He made 3 entries at Ex. M27(a). The 1st entry had been for his loan account of Rs. 10,000, the 2nd being entry of Rs. 8000 debited to his name and the 3rd entry being service charge of Rs. 10 and put the balance amount as Rs. 33004.31. The first party made all these entries in his handwriting and by making those entries he has taken into his account a sum of Rs. 1000 more than the balance amount in his name. Looking into the three cheques issued by the first party on 1-6-1984 marked at Ex. M27 (b, c and d), he stated that the

above said false entries came to light on their routine balancing monthly. When the matter was brought to the notice of the Manager, the first party remitted a sum of Rs. 1000 on 4-7-1984 as per Ex. M27(e).

13. With regard to the 2nd charge MW3 working as the Assistant Manager has stated that on 28-8-1986 at about 11a.m. during the rush hours of the bank, the first party approached him and gave him Token No. 15 for a sum of Rs. 1100 stating that valuable customer was waiting for the encashment of the cheque so he may be given a sum of Rs. 1100 in turn to be handed over to the customer and on his submission he (MW3) paid him Rs. 1100. He further stated that after the lunch hours it was found that the cheque pertaining to the said token was not forthcoming and the concerned clerk who was supposed to receive the cheque told him that no cheque was tendered to him. In the meanwhile the first party left the bank and therefore, this fact was brought to the notice of the Manager. He further stated that when the staff members started to search the cheque they found a withdrawal slip pertaining to the said token number in the Ledger folio of the first party in his name marked at Ex. M28. He stated that there was no sufficient amount in his account to honour the said withdrawal slip or any cheque pertaining to the account of the first party. The salary amount credited to his account on the day was sufficient enough to meet the deductions for the loan amount etc. and no amount sufficient left to honour any such withdrawal slip. Therefore, the Branch Manager in order to set right the dealings of the day reversed the loan deductions entries so as to see that the said withdrawal slip was honoured. In the last sentence of his examination chief he stated that in respect of the staff there is no practice of issuing token for withdrawal of the amount from their personal account but the first party in order to get amount of Rs. 1100 played a mischief in that respect. The last witness for the management, MW4 is said to be the Investigation Officer and in his examination chief he has spoken to all the three charges leveled against the first party with reference to the documents at Ex. M21 to M38.

14. The statement of first party in his affidavit on the 1st charge is that on 2-6-1984 while passing vouchers in his SB account the balance was shown as Rs. 3304.31 and all the entries for vouchers were passed by him were checked by the supervising staff and they certified the correctness of the balance shown. Therefore, he withdrew an amount of Rs. 1400 after two days i.e. on 4-6-1984 and subsequently on 5-6-1984, some other cheques were passed and on 6-6-1984 he withdrew an amount of Rs. 700. Then he stated that the enhancement of Rs. 1000 in his account on 2-6-1984 was purely a clerical error and such clerical errors are common in banks. He says that the inadvertent error was detected during monthly balancing of books and it is only for rectification of such errors there is a system of counter checks by the supervising staff. He stated that upon detecting the error, the amount shown to have been

overdrawn was paid back with interest without causing any loss to the bank and the matter was left at that being a common occurrence.

15. With regard to the 2nd Charge, his statement is that the Manager of the branch was the loan sanctioning authority and it is he who had satisfied himself in all aspects of the loan and the eligibility of the loan asked by Shri Harsha Bhatt and then sanctioned the same. He also did the post sanction follow up as required and was aware of the fact that Shri Bhatt was his brother-in-law and was staying with him. He further stated that it is on asking of the Manager the loan repayment instalment was being made through his SB Account and it is not advisable to say that he as a Clerk had pressurized the Manager in getting the loan sanctioned.

16. While denying the 3rd Charge against him, he stated that on 28-8-1986, which was a salary day, he requested the Manager to postpone recovery of the Festival Advance and loan Instalments for the month he being in need of money and the Manager after having agreed to his request, he submitted his withdrawal form of Rs. 1100 in good faith believing that Manager would have advised concerned section not to effect deductions as per his request. Then he requested the Cashier to pay the amount as he had to leave the bank early for which he had already taken permission from the Manager. He stated that it is only on the next day when he came to the office he came to know that the Manager failed to give necessary instructions to the concerned section with the result, the balance to his credit was found to be short and the deduction entries had to be reversed to meet the amount he had withdrawn with permission of the Manager.

17. In his cross-examination he was unable to remember if he was not entrusted with SB department on 2-6-1984. When was confronted with the entries at Ex.M27(a) he admitted that these are the entries made under his handwriting and also admitted that the above 'said amount of Rs. 1000 shown in the total figure arrived at Rs. 3304.31 has been made by him by oversight. He admitted that there was no voucher supporting the credit of Rs. 1000 as per the said entry. He admitted that said Harsha Bhatt was residing with him and he acted as a co-obligant for the loan taken by him. In respect of Charge No. 3 he denied the suggestion that bank staff was not being issued any token against the cheque tendered by him and payment will be made against token at withdrawal counter. When was shown with withdrawal slip at Ex-M28, he admitted that it was for token No. 15 issued in respect of his SB Account under his signature. He also admitted that he had told the cashier that cheque will be tendered in the meanwhile for the said token. He also admitted that when cheque was not forthcoming the entry made for the payment against the said token was reversed.

18. Learned counsel for the management argued that all the three charges leveled against the first party have

been proved beyond any shadow of doubt in the oral testimony of MW2 to MW4 and infact the incidents involved in the aforesaid three charges have been very much admitted by the first party himself giving his own explanations neither plausible nor acceptable.

19. Whereas, learned counsel for the first party submitted that as far as the 1st charge is concerned, the entry made by the first party enhancing a sum of Rs. 1000 in the final total was just a clerical error absolutely having no intention to cheat or defraud the bank. He further submitted that even if the said amount of Rs. 1000 was not enhanced in the balance, the three cheques issued by the first party would have been passed in the normal course and therefore, no motive can be attached to the first party for the above said entry of Rs. 1000.

20. With regard to the 2nd Charge he submitted that a loan of Rs. 5000 was sanctioned in the name of Mr. Harsha Bhatt by the then Branch Manager, the authority competent to do so getting satisfied himself about the eligibility and other aspects of the case and therefore, merely because the first party acted as co-obligant he cannot be held responsible for any misconduct in getting the loan sanctioned in the name of his brother-in-law. On 3rd charge he submitted that the first party withdrew a sum of Rs. 1100 after having made a request to the Bank Manager not to make deductions towards festival advance and loan instalment for the month and therefore, here again there was no misconduct committed by the first party.

21. After having gone through the records, I find substance in the arguments advanced for the management that the charge Nos. 1 & 2 as such have been proved by the management in the statements of MW2 to MW4 with reference to the documents marked in their deposition.

22. Now, coming to the 1st charge as seen above statement of MW2 is very convincing and cogent to speak to the fact that the three entries at Ex.M27 (a) marked in the ledger sheet at Ex.M27 pertaining to the SB Account of the first party were made by the first party himself in his own handwriting and that by making those entries the first party enhanced a sum of Rs. 1000 more than the balance amount to be arrived at in his account. There was absolutely no cross-examination to MW2 on behalf of the first party denying the fact that the aforesaid entries were the making of the first party and that by making those entries he had enhanced a sum of Rs. 1000 to his total balance amount. In fact it was elicited from MW2 that the actual balance could have been Rs. 2304 instead of Rs. 3304. However, a suggestion was made to him to the effect that even after the enhancement of Rs. 1000 to the balance, the three cheques which were issued by the first party would have been honoured. He denied the suggestion that it was a bona fide mistake of the first party not with any purpose to cause loss to the bank. This statement of MW2 has been further corroborated by the statement of MW4, the

Investigation Officer in this case. In fact as argued for the management the fact of making the entry by the first party has been very much admitted by him in his cross-examination referred to supra. His explanation that it was by oversight is not acceptable. On going through the ledger sheet and the entries made therein at Ex. M27(a) coupled with the testimony of MW2 & MW4, it is very much established that the first party in his own handwriting made those entries and arrived at the balance by mentioning "CB closed of Rs. 3304.31 against the actual balance of Rs. 2304.31". He had withdrawn a sum of Rs. 1400 and then balance was reduced to Rs. 1904.31 as against the correct balance of Rs. 904.31. It was rightly argued for the management that the first party knowing fully well made these entries in his SB Account in order to see that the three cheques issued by him for a total sum of Rs. 1200 were honoured by the bank. Knowing fully well that his actual balance as per the SB account should be Rs. 900 and odd, he withdrew an amount of Rs. 1400 on 4-6-1984 and got honoured subsequently his 3 cheques on 5-6-1984 and then again he withdrew a sum of Rs. 700 on 6-6-1984. The explanation offered by him that he made above said entry of Rs. 1000 by oversight could have been acceptable in case he had not withdrawn sum of Rs. 1400 on 4-6-1984 and did not allow his above said three cheques passed on 5-6-1984. Infact he withdrew a sum of Rs. 700 once again on 6-6-1984 as if the balance amount Rs. 3000 and odd shown in his SB Account was correctly made. As noted above, for the above said entry he wanted to blame his superior officers saying that if there was any mistake it ought to have been corrected by his superiors and even if such an error was there it could have been rectified as being done in other cases. This explanation of the first party deserves no consideration being without merit. When he himself knew about the fact that he had made a false entry and after having made such false entry he went on withdrawing the amount and getting the cheques cleared, it cannot be said that it was an error by oversight not being actuated by any motive. There is force in the arguments for the management, that he made the above said entry with an ulterior motive to see that above said three cheques were honoured despite having withdrawn a sum of Rs. 1400 on 4-6-1984 knowing fully well that there was absolutely no such balance existing in his account. In the result, it must be held the above said charge against the first party has been proved by sufficient and legal evidence.

23. Coming to the 3rd charge, there is again very cogent and satisfactory evidence in the statement of MW3 coupled with the statement of MW4 and the document, namely, the withdrawal slip Ex. M28. The fact that the first party having approached the concerned clerk namely, MW3 requested him to make payment of Rs. 1100 against token No. 15 saying that some valuable customer was waiting for the encashment and that cheque for the said amount will be tendered in the meantime has been very much spoken

to by MW3 and has not been disputed and denied in the statement of his cross-examination for the first party. It is clear from the statement of MW3 that for the staff there will be no token issued against the cheque tendered and he paid a sum of Rs. 1100 to the first party only in good faith and on his representation that the token belonged to some valuable customer and the cheque will be coming forth in the meanwhile. It is in his evidence that on 28-8-1986 it was a salary day and the salary amount to be credited to the account of the first party was not more than sufficient to meet the various liabilities he owed to the bank by way of festival advance and loan installments etc. As per the statement of MW3 corroborated by the statement of MW4, it is very much evident that the first party obtained a withdrawal slip at Ex. M28 and filled it for Rs. 1100 and on the reverse of the said withdrawal slip he mentioned the token number as 15 despite knowing the fact that there was no practice to issue token for the staff cheques during the relevant point of time. The first party knowing fully well that there was no sufficient balance in his account approaches MW3, the then cashier, tenders token No. 15 to him by saying that cheque for the like amount is coming and the customer is waiting for the encashment. He manages to take a sum of Rs. 1100 from MW3 and then leaves the branch immediately not to turn up till the closure of the business hours. The explanation in this context offered by the first party that on that day he had made a request that the branch manager not to make deductions or recovery of the festival advance and loan installment etc. for the month and to that the Manager agreed but failed to give instructions to the concerned section resulting into the recovery made against his salary account appears to be an afterthought and a make believe story. It just cannot be believed that the then Branch Manager must have agreed to his request to postpone the recovery of festival advance and loan installment or the deduction to be made against certain liabilities which must be made against the salary of the first party on monthly basis. The first party is taking advantage under the above said statement just to hoodwink all concerned. The fact that he approached MW3 making a request to pay him a sum of Rs. 1100 against token of some valuable customer waiting for encashment and that a cheque will be tendered in the meanwhile, would make it abundantly clear that the first party in fact cheated MW3 by making such a representation. It is again in the statement of MW3 supported by the statement of MW4 that when the cheque was not forthcoming there was search made by the bank staff and withdrawal slip was found kept in SSB 12 ledger folio belonging to the first party without being debited. It is on account of this act committed by the first party, the branch manager was forced to reverse the entries made in the ledger sheet, for the deductions made against the salary of the first party so as to see that the above said withdrawal slip was honoured. Therefore, the above said act of the first party was a deliberate and with an ulterior motive to have a wrongful gain by withdrawing a sum of

Rs. 1100 from his SB account knowing fully well that there will be no such amount available for him after deductions were made against his salary towards the liabilities he owed with the bank. In the result this charge against the first party again stands proved.

24. Now coming to the Second charge that the first party got sanctioned a loan of Rs. 5,000 to his brother-in-law by making false representation about the address given in the loan application and the purpose for which loan has been taken and that he was the co-obligant for the said loan, in my opinion, cannot be construed as a misconduct committed by the first party. There is no hard and fast rule and it is not the case of the management that bank staff cannot stand surety or become co-obligant to the customer taking loan from the bank. It was rightly argued for the first party that the branch manager was the competent authority to sanction the loan having got satisfied about the eligibility of the person seeking loan and other aspects of the case. MW4 in his cross examination admitted that the then branch manager Shri N.M. Bhatt conducted post sanctioned inspection in respect of loan of Rs. 5000 to Mr. Bhatt. The allegations against the first party that he prevailed upon the manager in getting the loan sanctioned are liable to be discarded on their face itself as the bank manager was under no obligation to sanction loan in favour of the said Harsha Bhatt that too being pressurized by the first party, a Clerk working under him. Merely, because said Harsha happened to be the brother-in-law of the first party and first party was co-obligant for the loan, it cannot be said that any mischief or fraud committed by the first party upon the bank in getting the above said loan sanctioned in favour of the said Harsha. Therefore, the 2nd charge leveled against the first party must fail.

25. Now coming to the question of quantum of punishment as argued for the management, the misconducts committed by the first party are very grave in nature prejudicial to the interest of the bank. The first party being himself the bank official was not supposed to indulge in such nefarious activities unbecoming of a bank official expected of high integrity and honesty in dealing with public at large having reposed confidence in the bank and bank officers concerned. Therefore, it cannot be said that the misconducts committed by the first party were trivial in nature. However, taking into consideration the fact that the first party had put in 15 years of service as on the date he was dismissed from service and had no blemished past record during the said period and so also taking into consideration that the second charge leveled against him is not proved, it appears to me that ends of justice will be met if he is meted out with the punishment of compulsory

retirement in place of dismissal. Accordingly, reference is answered and following award is passed.

AWARD

The punishment of dismissal imposed upon the first party is hereby replaced by his compulsory retirement from service from the date of impugned punishment order. No costs.

(Dictated to PA transcribed by her, corrected and signed by me on 28th September, 2006)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2006

का. आ. 4267.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार लाइम स्टोन खदान के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोटा (राजस्थान) के पंचाट (संदर्भ संख्या 10/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2006 को प्राप्त हुआ था।

[सं. एल-29011/13/2004-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4267.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Kota (Rajasthan) now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Lime Stone Mines and their workman, which was received by the Central Government on 13-10-2006.

[No. L-29011/13/2004-IR (M)]
B.M. DAVID, Under Secy.

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण, कोटा/केन्द्रीय कोटा/राज.

पीठासीन अधिकारी : के. के. गुप्ता, आर. एच. जे. एस.

रेफ्रेन्स प्रकरण क्रमांक : औ. न्या./केन्द्रीय-10/2004

दिनांक स्थापित : 22-11-04

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश

सं. एल-29011/13/2004-आई आर (एम) दि. 17-5-04

रेफ्रेन्स अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

जनरल सेक्रेट्री, राष्ट्रीय मजदूर संघ, रामगंज मण्डी
जिला कोटा, राज. प्रार्थी श्रमिक यूनियन

एवं

प्रबन्धन मै. रामजीदास मोदी, रामरिछपाल मोदी,
लाइम स्टोन खदान मालिक, पीपाखेड़ी, रामगंज मण्डी,
जिला कोटा। अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक यूनियन की ओर से प्रतिनिधि: श्री रामगोपाल गुप्ता,
श्री सतीश पचौरी

अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री रामभगत मोदी व
श्री डी. सी. जैन

अधिनिर्णय दि. 18-9-2006

अधिनियम

भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने उक्त प्रासंगिक आदेश दि. 17-5-04 के जरिये निम्न रैफ्रेन्स, औद्योगिक विवाद अधिनियम 1947 जिसे (तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :

"क्या प्रबंधन, मैसर्स श्री रामजी दास, रामरिच्छपाल मोदी, लाईम स्टोन खदान मालिक, पीपा खेड़ी, रामगंज मण्डी, जिला कोटा, राजस्थान द्वारा उनकी खान में कार्यरत कर्मकारों के लिए संबंधित वार्ता द्वारा दैनिक मजदूरी में बढ़ोतारी अधिकारी नहीं करने की कार्यवाही उचित एवं न्यायसंगत है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष के हकदार हैं?"

2. रैफ्रेन्स, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत् रूप से जारी की गयी जिस पर दोनों पक्षों की ओर से अपनी-अपनी उपस्थिति दी गयी ।

3. जांच दौरान विचारण प्रार्थी श्रमिक यूनियन के मंत्री श्री रामगोपाल गुप्ता मय प्रतिनिधि श्री सतीश पचौरी एवं अप्रार्थी नियोजक प्रबन्धक द्वारा प्रदत्त पावर आफ अटोर्नी श्री रामभगत मोदी मय प्रतिनिधि श्री डी.सी. जैन ने न्यायाधिकरण में उपस्थित होकर संयुक्त रूप से प्रार्थना-पत्र के साथ समझौता-पत्र दिनांकित 1-9-06 प्रस्तुत कर यह निवेदन किया कि चूंकि लम्बित रैफ्रेन्स/विवाद के सम्बन्ध में पक्षकारों के मध्य लोक न्यायालय की भावना से प्रेरित होकर समझौते में वर्णितानुसार पक्षों के आधार पर विधिवत् रूप में फार्म "घ" में समझौता सम्पन्न हो गया है जो समझौता दि. 1-7-2003 से प्रभावशील होगा तथा जो भी श्रमिकों व कर्मचारियों का एरिया आयेगा वह समझौते से दो माह के अन्दर-अन्दर पक्षों के प्रतिनिधियों के समक्ष भुगतान कर दिया जायेगा। अतः समझौते के आधार पर अधिनियम अन्तिम रूप से पारित कर निस्तारित कर दिया जावे।

चूंकि पक्षकारों के मध्य लम्बित रैफ्रेन्स/विवाद में उपरोक्त प्रकार से आपसी समझौता सम्पन्न हो गया है और समझौते उपरान्त पक्षकारों के मध्य अब कोई विवाद शेष नहीं रहा है, अतः अब इसके अतिरिक्त अन्य कोई अनुतोष अप्रार्थी नियोजक से प्राप्त करने के अधिकारी नहीं हैं और प्रस्तुत शुद्ध समझौते के आधार पर सम्प्रेषित रैफ्रेन्स को इसी प्रकार अधिनिर्णित कर उत्तरित किया जाता है।

के.के. गुप्ता, न्यायाधीश

नई दिल्ली, 16 अक्टूबर, 2006

का. आ. 4268.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मोदी फ्लोरिंग स्टोन के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोटा (राजस्थान) के पंचाट (संदर्भ संख्या 24/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2006 को प्राप्त हुआ था।

[सं. एल-29011/9/2003-आई आर (विविध)]

बी. एम. डैविड, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4268.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Kota (Rajasthan) now as shown in the Annexure in the Industrial Dispute between the management of Modi Floring Stone Co. and their workman, which was received by the Central Government on 13-10-2006.

[No. L-29011/9/2003-IR (M)]
B.M. DAVID, Under Secy.

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण/
केन्द्रीय/कोटा/राज.

के. के. गुप्ता, आर. एच. जे. एस., पीठासीन अधिकारी
रैफ्रेन्स प्रकरण क्रमांक : औ. न्या./केन्द्रीय/24/2003

दिनांक स्थापित : 19-7-03

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश सं. एल-29011/9/2003-आई आर (एम) दि. 4-6-03

रैफ्रेन्स प्रकरण अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

जनरल सेक्रेट्री, राष्ट्रीय मजदूर संघ, रामगंज मण्डी,
जिला कोटा/राज. प्रार्थी श्रमिक यूनियन

एवं

मैसर्स मोदी, फ्लोरिंग स्टोन कंपनी,
चेचट, जिला कोटा अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक यूनियन की ओर से प्रतिनिधि: श्री रामगोपाल गुप्ता

अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री रामभगत मोदी व
श्री डी. सी. जैन

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त प्रासांगिक आदेश दि. 4-6-03 के जरिये निम्न रैफेन्स, औद्योगिक विवाद अधिनियम 1947 की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :

“क्या राष्ट्रीय मजदूर संघ (इन्टक) रामगंज मण्डी द्वारा प्रबन्धन मैसेंस मोदी फ्लोरिंग स्टोन कंपनी, चेचट जिला कोटा, राजस्थान से उनकी खदान में कार्यरत कर्मकारों के लिए वित्तीय वर्ष 2001-2002 के लिए 20 प्रतिशत बोनस भुगतान की मांग उचित एवं न्यायसंगत है ? यदि हां, तो संबन्धित कर्मकार किन्तु ने प्रतिशत बोनस भुगतान के हकदार हैं ?”

2. रैफेन्स, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत् रूप में जारी की गयी जिस पर दोनों पक्षों की ओर से अपनी-अपनी उपस्थिति दी गयी। प्रार्थी श्रमिक यूनियन की ओर से अपना क्लेम स्टेटमेंट प्रस्तुत किया गया।

3. प्रकरण वास्ते पेश होने जवाब अप्रार्थी दि. 10-11-06 नियत था, किन्तु आज स्वयं प्रार्थी श्रमिक यूनियन महामंत्री श्री रामगोपाल गुप्ता ने प्रार्थना-पत्र प्रस्तुत कर यह निवेदन किया कि प्रार्थी यूनियन व अप्रार्थी नियोजक पक्ष के मध्य लम्बित, प्रकरण में राजीनामा हो गया है, अतः पत्रावली आज ही तलब कर प्रस्तुत शुदा राजीनामे के आधार पर मामले को कैंसल कर दिया जावे। प्रार्थना-पत्र प्रार्थी स्वीकार कर पत्रावली आजपेशी में ली गयी। प्रार्थी श्रमिक यूनियन महामंत्री एवं प्रतिनिधि श्री सतीश पचौरी उक्त तथा अप्रार्थी नियोजक द्वारा प्रदत्त पावर ऑफ अटॉर्नी श्री रामभागत मोदी मय प्रतिनिधि श्री डी. सी. जैन ने न्यायाधिकरण में संयुक्त प्रार्थना-पत्र के साथ समझौता/राजीनामा दिनांकित 29-9-06 प्रस्तुत कर निवेदन किया कि पक्षकारों के मध्य लोक न्यायालय की भावना से प्रेरित होकर समझौते में वर्णितानुसार शर्तों के आधार पर लम्बित रैफेन्स प्रकरण में आपसी समझौता विधिवत् रूप में फार्म “एच” में सम्पन्न हो गया है और समझौते उपरान्त अब कोई विन्दु विवाद शेष नहीं रहा है। अतः समझौते के आधार पर अधिनिर्णय अन्तिम रूप से पारित कर दिया जावे।

पक्षकारों के मध्य चूंकि उक्त लम्बित रैफेन्स/विवाद में उपरोक्त प्रकार से आपसी समझौता सम्पन्न हो गया है और समझौते उपरान्त पक्षकारों के मध्य अब कोई विवाद शेष नहीं रहा है, अतः ये इसके अतिरिक्त अन्य कोई अनुतोष अप्रार्थी पक्ष से प्राप्त करने के अधिकारी नहीं हैं और प्रस्तुत शुदा समझौते के आधार पर सम्प्रेषित रैफेन्स को इसी प्रकार अधिनिर्णीत कर उत्तरित किया जाता है।

के.के. गुप्ता, न्यायाधीश

नई दिल्ली, 16 अक्टूबर, 2006

का. आ. 4269.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शंकर केमिकल लाइम, तिरुणेत्रवेली के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, चैनल्स के पंचाट (संदर्भ संख्या 3/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2006 को प्राप्त हुआ था।

[सं. एल-29011/32/2005-आई आर (विविध)]
बी. एम. डैविड, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4269.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2006) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Shankar Chemical Lime, Tirunelveli and their workman, which was received by the Central Government on 16-10-2006.

[No. L-29011/32/2005-IR (M);
B. M. DAVID, Under Secy]

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Monday, the 31st July, 2006

PRESENT:

K. Jayaraman, Presiding Officer

Industrial Dispute No. 3/2006

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Sankar Chemical Lime and their workmen].

BETWEEN:

The General Secretary,
Cement & Quarry Workers Union,
Sankar Nagar .. I Party/Claimant

AND

The Partner,
Sankar Chemical Lime,
Tirunelveli .. II Party/Management

APPEARANCE:

For the Claimant : Mr. Veil Kandan,
Authorised
Representative

For the Management : M/s. S. Jayaraman,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-29011/32/2005-IR(M) dated 03-02-2006 has

referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the claim of Cement & Quarry Workers Union, Sankar Nagar for annual increase in the wages against the management of Sankar Chemical Lime, Sankar Nagar, is legal and justified ? If not, to what relief the workmen of Sankar Chemical Lime are entitled to ?”

2. After the receipt of the reference, it was taken on file as I.D. No. 3/2006. In this dispute, notice was sent to I Party to appear before this Court and to file Claim Statement. As there was no representation, the Petitioner was called absent and set ex parte. Subsequently, the I Party filed a petition to set aside the ex parte order. But, even after that I Party has neither appeared before this Court nor filed Claim Statement, therefore, the petition was dismissed for default. In the mean time, the Respondent has also not filed any memo of objection, in spite of adjourning the case for several hearings.

3. In these circumstances, I find both parties are not interested in prosecuting this dispute. Therefore, ‘No relief Award’ is passed in this dispute.

4. Thus, the reference is disposed of accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st July, 2006).

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2006

का. आ. 4270.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सी.जी.आई.टी.-II के पंचाट (संदर्भ संख्या 53/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2006 को प्राप्त हुआ था।

[सं. एल-17012/3/2006-आई आर (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4270.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2006) of the Central Government Industrial Tribunal/Labour Court, CGIT-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 13-10-2006.

[No. L-17012/3/2006-IR (M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

R. N. Rai, Presiding Officer.

I. D. No. 53/2006

IN THE MATTER OF :—

Sh. Satish Kumar,
C/o. Shri A. L. Hand,
Kothi No. 71-A,
Old Housing Board Colony,
Bhiwani

Versus

The Branch Manager,
LIC of India,
Bhiwani

AWARD

The Ministry of Labour by its letter No. L-17011/3/2006-IR (M) Central Government dt.23-06-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Life Insurance Corporation of India, Bhiwani in terminating the services of Shri Satish Kumar, S/o. Shri Chet Ram, Peon w.e.f. 30-06-2003 is just and legal ? If not to what relief the workman is entitled to ?”

It transpires from perusal of the order sheet that the workman was directed by the Ministry of Labour to appear on 23-06-2006 but he did not appear. Notice was sent for filing claim on or before 13-09-2006. The workman has given wrong address. His notice has been received back. It was sent on the address provided by him.

No dispute award is given.

Dated : 09-10-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 16 अक्टूबर, 2006

का. आ. 4271.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 24/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2006 को प्राप्त हुआ था।

[सं. एल-12011/4/2002-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 16th October, 2006

S.O. 4271.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workmen, which was received by the Central Government on 13-10-2006.

[No. L-12011/4/2002-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

R. N. Rai, Presiding Officer

I. D. No. 24/2002

IN THE MATTER OF :—

The General Secretary,
Central Bank Staff Union,
Central Bank Building,
Chandni Chowk,
Delhi-110006

versus

The Dy. General Manager,
Central Bank of India,
Link House, 4,
Bahadur Shah Zaffar Marg,
New Delhi

AWARD

The Ministry of Labour by its letter No. L-12011/4/2002-IR (B-II) Central Government dt.. 22-04-2002 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Central Bank of India in not considering 12 workmen for posting as CTOs who were empanelled and were debarred for twelve months to be posted as CTO after expiry of the bar period, is just, fair and legal ? If not to what relief the concerned workmen are entitled to ?”

The names of the concerned 12 workmen given in the Annexure to the Order of Reference are as under :—

1. Shri Suresh Chand
2. Smt. Laxmi Khanna
3. Shri K. R. Bhatia
4. Shri Ashok Kumar Gupta
5. Shri Rajinder Wahal

6. Shri Bhupat Singh
7. Shri K. S. Tiwari
8. Shri Dinesh Kumar
9. Shri N. K. Jain
10. Shri Satish Chand Jain
11. Shri Khoop Chand
12. Shri R. R. Bansal

The workman applicant has filed claim statement. In the claim statement it has been stated that the conditions of workmen staff in the Bank are governed by the provisions of the Sastry, as modified in the Desai Award and as further modified/revised in the subsequent Bipartite Settlements entered into between the managements of various bank including Central Bank of India and their workmen from time to time.

That on 29-10-1993, the Managements of various bank represented by the Indian Bank's Association and their workmen represented by their all India Trade Union bodies reached a Bipartite Settlement, which, *inter alia*, provided for introduction of the post of Computer Operator in banks, carrying a special allowance of Rs. 410 per month, which was raised to Rs. 423 per months w.e.f. 1-11-94 under the sixth Bipartite Settlement dated 14-2-95 and to Rs. 633 per month w.e.f. 1-4-98 under the Seventh Bipartite Settlement dated 27-3-2000.

That on 29-9-1995, the Management of Central Bank of India entered into a Settlement with the All India Central Bank Employees Federation, the recognized all India body of the workmen staff of the Bank, providing for selection procedure and posting etc. for the posts of Computer Terminal Operators and the said Settlement was notified for general information with Bank's Central Office Circular dated 22-11-95.

A copy of the aforesaid Circular of the Bank together with a copy of the above referred Settlement dated 29-9-1995 and Annexure-I thereof are enclosed an ANNEXURE-W/1 COLLY to this Statement of Claim.

That consequent upon the coming into force of the aforesaid Settlement dated 29-9-1995, the Management of the Bank in Delhi Metropolitan Zone invited applications from members of clerical staff working in the Bank's branches in the said Zone, who were willing for the post of Computer Terminal Operator (hereinafter referred to as 'CTO') and a list of the candidates who applied for the post of CTO was drawn as per their interse seniority as on 1-1-96 with weightage for educational/professional qualifications, as provided for in the Bank's Promotion Policy Agreement.

That from the list so prepared, candidates equal to twice the number of vacancies of CTOs as determined by the Bank, were called to appear at an Aptitude Test, to be

held on in terms of clause 23.A.6 of Annexure-I to the Settlement dated 29-9-1995.

That after conducting the aforesaid Aptitude Test for selections for the posts of CTO, the candidates who secured 50% marks and above in the said Test were declared as successful and those who could not secure 50% marks were declared as having failed in the Test.

It is submitted that out of the 296 candidates who had been called to appear at the Aptitude Test, 286 candidates had appeared in the Test, out of whom, 252 had passed the Test and 34 had failed in the Test.

A copy of list all the 286 candidates who had appeared in the Aptitude Test, indicating those who had passed the Test and those who had failed in the Test is being enclosed as ANNEXURE-W/2 hereto. The numbers denoting the ranking of the successful candidates have been given against their names indicated by remarks P/1 to P/252 in the enclosed list ANNEXURE-W/2.

That after publishing the result of the aptitude Test, orders were issued in December, 1996 for the posting of the first batch of successful candidates from ranking number 22 to 199 as CTO and the orders for the posting of second batch of the successful candidates from ranking number 200 to as CTO were issued in December, 1997.

That out of the successful candidates, who were offered the post of CTO, the following candidates had declined to accept the post :—

FIRST BATCH

Name of Candidate	Ranking No.
1. Shri Suresh Chand	P/16 (SR No. 14)
2. Smt. Laxmi Khanna	P/20 (SR No. 24)
3. Shri K. R. Bhatia	P/42 (SR No. 48)

SECOND BATCH

4. Shri Ashok Kumar Gupta	P/45 (SR No. 51)
5. Shri Rajinder Wahal	P/58 (SR No. 65)
6. Shri Bhupat Singh	P/61 (SR No. 69)
7. Shri K. S. Tiwari	P/66 (SR No. 77)
8. Shri Dinesh Kumar	P/89 (SR No. 112)
9. Shri N. K. Jain	P/90 (SR No. 114)
10. Shri Satish Chand Jain	P/91 (SR No. 116)
11. Shri Khoob Chand	P/103 (SR No. 129)
12. Shri R. R. Bansal	P/105 (SR No. 131)

That the above listed 12 candidates, on their declining to accept their posting as CTO were debarred from being posted as CTO for 12 months from the dates of such refusal in terms of the following provision contained in clause

23.A.16 as appearing in the Annexure to the Settlement dated 29-9-95 (ANNEXURE-W/1 hereto):—

"23.A.16—On and from 1-10-95, the employees posted as Computer Operator, on their refusal to work as Head Cashier 'E' or any other post attracting higher Special Allowance, shall be debarred for promotion under State Service for 12 months and for selection to higher Special Allowance carrying posts or for officiating chances for a period of 12 months from the date of such refusal.

Employees on their refusal to accept permanent posting in the post of Computer Operator shall be debarred for 12 months from the date of refusal for posting/officiating in the post only."

By way of specimen of such department letters issued to the candidates who refused the posting as CTO, a copy of such letter dated 14-2-97 issued by Bank's Regional Office 'B' Delhi to Sh. Suresh Chand Sharma, one of such candidates, is enclosed as ANNEXURE-W/3 hereto.

That though as per clause 23.A.9 to the Settlement dated 29-9-95, the period of currency of the panel of candidates selected for the posts of CTOs was to be two years from the date of posting of the first batch after announcement of the result, which expired in December, 1997, but, for reasons best known to the Management, the panel of the successful candidates was allowed to continue beyond the said period of two years i.e. beyond December, 1997 and out of the empanelled candidates, many of the successful candidates who had not been posted as CTOs from the unexhausted panel were given postings as permanent CTOs on and after 10-2-99, but while giving such postings, the above listed 12 candidates, who were senior to thus absorbed candidates on the unexhausted panel of successful candidates were left out and were not given the postings as permanent CTOs and no reasons were assigned by the Management for allowing these 12 senior successful candidates to be superseded by the junior ones in the matter of posting as permanent CTOs on and after 10-2-99.

In the facts and circumstances staged above, the action of the Management of Central Bank of India in allowing the suppression of the above listed 12 successful candidates by those ranking below them on the unexhausted panel of candidates selected for the post of CTO in the matter of posting appointment as CTO on and after the expiry of the debarment period of 12 months from the respective dates of refusal of the said 12 workmen to accept the post of CTO and thereby depriving these 12 workmen of their lawful right to be posted/appointed as CTO after expiry of 12 months debarment period when the candidates ranking below them on the unexhausted select panel were posted as CTO was illegal, unjustified and unfair and so, these 12 workmen are entitled to be treated as

permanent CTOs and to be paid the special allowance of the said post from the respective dates of being superseded by the candidates ranking below them on the unexhausted select panel.

It is therefore, prayed that the Hon'ble Tribunal may be pleased to make and award, setting aside the impugned action of Management and directing the Management Bank to treat the concerned 12 workmen as permanent CTOs with payment of the special allowance of the said post from the dates when they were allowed to be superseded by the candidates ranking below them on the unexhausted select panel in the matter of posting appointment as CTO after expiry of the debarment period of 12 months from the respective dates of refusal of these 12 workmen to accept the post of CTO. The Hon'ble Tribunal may also be pleased to award payment of sufficient/reasonable costs of the case to the workmen in the facts and circumstances of the case.

The Union reserves its right to amend, after or add to the foregoing submission and or to produce and or call from the Bank such other documents/information/details as may be found necessary for proper adjudication of the dispute at any subsequent stage in the course of the proceedings before the Hon'ble Tribunal.

The Management has filed written statement in the written statement it has been stated that a Memorandum of Agreement dt. 26-9-1997 was signed between the Management and All India Central Bank Employees' Federation on selection of Computer Terminal Operators under chapter XXIII-A of promotion policy for award staff (PPA).

That as per the clause 23.A.7 of the Agreement, list of selected candidates arranged as per the seniority with weightages for academic qualifications as provided in chapter 1 of PPA. From this list, candidates who do not possess any degree/diploma/certificate in Computer Programming/System Analysis will be imparted on-the-job training for 6 days before giving postings on the permanent basis.

As per the clause 23.A.9 of agreement, upon posting is made to the extent of vacancies declared, the remaining selected candidates will be empanelled for a period of two years from the date of posting of the first batch after announcement of the result.

As per the agreement, the list of empanelled candidates shall be rearranged inter-se as on 1st January in the following year as per provisions contained in chapter 1 of the PPA due to application of debarment, ending of debarment, acquiring educational qualification etc.

That clause 23.A.16 of the agreement, further states that on and from 1-10-1995 the employees posted as Computer operators on their refusal to work as Head Cashier "E" or any other post attaching higher special allowance

shall be debarred for promotion under state services for 12 months and for selection to higher special allowance carrying post or for officiating chances for a period of 12 months from the date of such refusal.

Employees on their refusal to accept permanent postings or officiate in the post of computer operator shall be debarred for 12 months from the date of refusal for posting/officiating in that post only.

That the above 12 candidates, on their declining to accept the posting as CTO were debarred from posting/officiating in the post of CTO for 12 months from the date of refusal in terms of clause 23.A.16 of Central Office circular CO : CR : 95-96 : 219, dt. 22-11-1995.

That as per the clause 23.A.9 of the said circular, the panel was to be kept for 2 years. However computers by the management, was raised during the joint discussions held at Central Office on 22nd and 23rd April, 1999 (issue no. 13-individual issues) with AICBEF wherefor, it has been agreed to give notional effect of posting to such CTOs w.e.f. a suitable common date during December, 1998 which falls prior to expiry of the panel of CTOs selected during December, 1996, (CO letter CO : PRS : IRP : 99-2000 : 558 dated 26-6-1999).

Accordingly, the remaining empanelled candidates were given posting as CTO in the year 1999. However, while doing this, the candidature of 12 candidates who had earlier refused was not considered.

Since these candidates had refused posting as CTO and debarred, their candidature can not be considered subsequently as once debarred in a process in permanently debarred till the process is complete.

As the said candidates, declined to accept the CTO postings, the candidates are debarred, they can not be considered as empanelled candidates. Further, posting from empanelled candidates is given on inter-se basis and when the name of these 12 candidates does not figure in that, there is no question of their postings.

In the large organization like Central Bank of India, it is possible for the Management to take into account individual representations whenever policy decisions are taken in consultation with the majority/union and the same are adhered to as per the policy, therefore there should be no room for any contention therefor on this ground itself plea of the Central Bank of India Staff Union is not acceptable.

It is reiterated that the candidates who have refused to accept the posting when offered are not only debarred for 12 months but they are also eligible for their names to be included again in empanelled list (existing if any) relating to the same process in which they were selected even after conclusion of their debarred period. Thereby implying that, once candidate refuse the posting, they are debarred for that entire process and they need not be offered the posting

again till that process is complete. However, such candidates shall be included in the seniority list to be prepared as on 1st January falling subsequent to the conclusion of their debarment period and shall be eligible for applying for CTO thereafter for a fresh process.

The workmen applicants have filed rejoinder. In their rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the union that after CTO test 1996, a list of successful candidates was prepared. When these 12 candidates were offered permanent posting or officiating posting they refused the same on some ground or the other. The posting of the CTOs have been made in three phases.

It was submitted from the side of the Union that in view of Clause 23.A.16 these 12 candidates were debarred for 12 months from promotion on their refusal. The list of CTOs was valid for two years and candidates figuring below them were given notional appointment from 31-12-1998 within a period of two years as computers were not installed. It has been mentioned that they would be given the benefits of their posting when computers are installed. The case of the union is that these 12 candidates should have also been given the posting of CTOs after a period of 12 months as Clause 23.A.16 debars their promotion for a period of 12 months and after a period of 12 months they are eligible for promotion on the basis of the list prepared after taking their test in 1996.

Clause 23.A.9 provides that the list will be valid only for a period of 2 years. Since there was delay in the installation of computers so posting could not be made of the empanelled candidates within the period of two years. However a notional posting was given to all the candidates on 31-12-1998 so the list was exhausted within the prescribed period of two years.

It was submitted from the side of the management that as per Clause 5 of the memorandum of agreement dated 29-09-1995 on selection of CTOs it has been provided that in case of doubt and difficulty regarding interpretation of any provision of the said agreement, the offices may take up the matter through their Regional/Zonal offices for necessary verification.

In terms of Clause 5 clarification was sought by the management from the Personnel Department (Industrial Relation and Policy) and vide letter dated 29-10-2003 it was clarified by the Central offices as under :—

"The candidates who have refused to accept the posting when offered are not only debarred for 12

months but they are also not eligible for their names to be included again in the empanelled list (existing if any) relating to the same process in which he was selected even after conclusion of their debarment period. Thereby implying that, once they refuse the posting they are debarred for that entire process and they need not be offered the posting again till that process is completed. However, such candidates shall be included in the seniority list to be prepared as on 1st January falling subsequent to the conclusion of their debarment period and shall be eligible for applying for CTO thereafter for a fresh process."

In the clarification it has been mentioned that these candidates will be included in the seniority list to be prepared as on 1st January falling subsequent to the conclusion of their debarment period and shall be eligible for applying for CTO thereafter for a fresh process.

It is clear from the clarification that these 12 candidates will be included in the next list which will be prepared after the period of debarment. Unfortunately no fresh list was prepared after debarment period of these 12 candidates as computers were not installed immediately and the entire list was not exhausted.

It is admitted case that all these 12 candidates refused their redesignation as CTOs. Besides clarifications obtained for these 12 candidates there is a provision in the procedure for selection of clerical staff for the post of computer terminal operation. 23.A.3 provides as hereunder :—

"Provided however, that there is no option to these empanelled candidates to seek posting as ALPM Operators and accordingly in case any empanelled candidate is unwilling to be posted as Computer Terminal Operator then it shall be deemed of having refused for such posting and their names shall be deleted from the list."

It has been mentioned in this Clause that in case empanelled candidates are unwilling to be posted as computer terminal operator then it shall be deemed of having refused for such posting and their names shall be deleted from the list.

Clause 23.A.3 is specific and categorical. It stipulates that on refusal of posting as computer terminal operator the name of such candidates shall be deleted from the list.

It was submitted from the side of the management that all these 12 candidates refused re-designation as CTO and their names shall be deemed to be deleted from the list of CTOs.

It was submitted from the side of the Union that the debarment is for a period of 12 months and after that period the empanelled candidates are eligible to the post of CTO.

23.A.16 reads as under :—

“Employees on their refusal to accept permanent postings or officiate in the post of computer operator shall be debarred for 12 months from the date of refusal for posting/officiating in that post only.”

It provides that the debarment for promotion to the unwilling candidates will be for a period of 12 months. In case these candidates refuse they should be given postings to the post of CTOs after a period of their debarment.

It appears that this clause has been inserted in view of the fact that post of CTOs may be further required beyond the list already prepared within the period of 12 months and unwilling candidates will not be included in the empanelment. So there is debarment of 12 months for their promotion. The case of these unwilling candidates is governed by clause 23.A.3 which is quite specific and explicit. It provides that the names of the unwilling candidates shall be deemed to be deleted from the list. This clause has a mandatory force. The day the empanelled candidate refuses the posting of CTO, his name shall be deemed deleted from the list. These 12 candidates refused posting as computer terminal operator so their names will be deemed deleted from the list. They are no longer on the list and so no promotion or posting can be given to them on the basis of empanelment of 1996. Once they refused the post of CTO their candidature is deemed cancelled and they cannot keep themselves at par with the empanelled candidates.

In clarification of clause 5 it has been specifically mentioned that they will be permitted to appear in a fresh process of empanelment.

In view of clause 23 A 3 their candidature in the list of 1996 is cancelled and they cannot get any benefit of that empanelment. They are not entitled to get any relief.

The reference stands replied thus :—

The action of the management of Central Bank of India in not considering 12 workmen for posting as CTOs who were empanelled and were debarred for 12 months to be posted as CTO after expiry of the bar period, is just, fair and legal. The workmen applicants are not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 11-10-2006. R. N. RAI, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4272.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बङ्गलौद के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, मुम्बई के पंचाट (संदर्भ संख्या 20/1999) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था।

[सं. एल-12012/112/1998-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4272.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda and their workmen, which was received by the Central Government on 17-10-2006.

[No. L-12012/112/1998-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

REFERENCE NO. CGIT-20 OF 1999

Parties : Employers in relation to the management of Bank of Baroda

AND

Their workmen

APPEARANCES

For the Management	: Mr. Lancy D'Souza
For the Workman	: Mr. M. B. Anchan, Advocate
	Workman present in person

State : Maharashtra

Mumbai dated the 22nd day of September 2006

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-12012/112/98-IR (B-II) dated 26-2-1999, 4-3-1999. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Bank of Baroda in imposing the penalty of stoppage of three increments with cumulative effect on Shri K. M. Salian is legal and justified ? If not, to what relief the said workman is entitled ?”

2. The dispute is being raised on behalf of the workman, Shri K. M. Salian by the Bank Employees Association, Mumbai (hereinafter referred to as Association) against its employer, Bank of Baroda (hereinafter referred to as the Bank).

3. The Statement of claim has been filed by the General Secretary of the Association on 11-8-1999. It is contended that the workman was working as Daftary with Kandivili Branch of the Bank at the relevant time. He was charge sheeted vide charge sheet dt. 28-8-1986 for the alleged misconduct for refusing to accept the letter dt. 23-12-1985 and 1-1-1986; preventing Mr. P.K. Kotian, Daftary to perform his duties, abusing and threatening Mr. Aire on 13-2-1986, inurmuring against Mr. Parshet resulting in shouting against each other on 24-6-1986 in presence of other staff and some other valued clients of the Bank arguing with Parshet. The domestic enquiry was held and the workman was found guilty by the Enquiry Officer for three charges, first, second and fifth only while he was discharged for the charges third, fourth and sixth. The workman has been awarded punishment of stoppage of three increments with cumulative effect. The contention of the Association is that in fact, the workman was beaten up by Mr. Parshet and Mr. Naik on 1-3-1996 of the rival Unions for which the workman had made a complaint on the same day. Mr. Parshet also made a counter complaint on the same day. A non-cognizable complaint was filed by the Police against Mr. Parshet and Mr. Naik. The workman was treated by Dr. Ajay Nandshankar Rawal. He was sent for further treatment to Cooper Hospital where he was treated by Dr. Mahire. Although, the workman was charge sheeted on the basis of the complaint of Mr. Parshet but the complaint made by the workman against Mr. Parshet was not considered. The Bank had a prejudicial approach against the workman. It is further contended that the enquiry is not just and fair and the findings given out by the Enquiry Officer are perverse. Since Mr. Parshet and Mr. Gujran had withdrawn from the enquiry, there was no reason for the Enquiry Officer to hold the workman guilty for the three charges. In fact, there was no evidence against the workman. In fact, the Branch Manager used to force the workman to do the duties of a Watchman and Cash clerks job. He was also asking the workman to bring tea from outside to him and for outsiders and also water from outside. The allowance of the post of Daftary was given to junior peon, Mr. Rao. For all these, the Association had made a representation, the workman was reverted from the post of Daftary to the post of Peon vide letter dt. 23-12-1985. The enquiry is against the principles of natural justice for the reasons that the records were summoned by the workman's Defence counsel during the cross-examination but they were not produced in the enquiry. The workman was not given the opportunity to cross-examine. Mr. Gujran in fact, the Defence Representative of the workman colluded with the Bank Officers and did the cross-examination of

Mr. Gujran at the back of the workman. When the workman had left the enquiry, there was no justification for the Defence Representative to remain present and cross-examine Mr. Gujran. It has also been alleged in paragraph six of the Statement of Claim that the workman was not served with the copy of the enquiry report and no show-cause notice was given to him. Hence, the enquiry is vitiated. The Bank filed the written statement and refuted the allegations made by the Association on behalf of the workman. It is submitted that the enquiry is just and fair. Every opportunity had been given to the workman to contest the enquiry and it was actually contested by the workman along with the Defence Representative. The charges as held to be proved by the Enquiry Officer are proved on the basis of sufficient evidence. The workman through his Defence Representative was given two weeks time to file the written brief. The Presenting Officer of the Bank had submitted his written brief on 22-2-1988 but the workman failed to submit any brief submissions. The workman was given an opportunity of personal hearing. The Disciplinary Authority has passed the just order of punishment against the workman. An appeal had also been preferred by the workman to the Appellate Authority but that too resulted in dismissal. It is also contended that the present reference is not maintainable on account of delay in raising the dispute on behalf of the workman.

4. The Association filed the rejoinder dt. 13-4-2000 and reiterated the assertions made in the Statement of claim and refuted by the Bank.

5. The following points arise for consideration :

- (1) Whether the enquiry is just and fair and the principle of natural justice have been complied with ?
- (2) Whether the reference is not maintainable on account of alleged delay of about 10 years in raising the dispute ?
- (3) Whether the punishment imposed upon the workman is justified ?

6. The workman filed his own affidavit in lieu of examination-in-chief in support of his claim and reiterated the assertions made in the Statement of claim. His cross-examination is very material wherein he has admitted that he had appointed Mr. Dilip Samant as his defence representative who was in charge of the legal cell of INTUC. He was the Vice-President of A.I.B.C. He also admitted that he did not remember whether he gave any letter to the Management or Enquiry Officer regarding the alleged wrong recording of the proceedings either by self or through Defence Representative. He was handed over a copy of the enquiry report after about 3-4 months. He was called for personal hearing by the Disciplinary Authority. He did not remember that the Management insisted for the personal hearing on 10-10-1988 and further he did not

remember that he was given an opportunity for personal hearing on 28-10-1988. He did not remember that he had been given any personal hearing. He was given an opportunity to prefer the appeal and he had preferred the appeal. He further stated that he had gone for personal hearing along with Mr. P. S. Sakpal before the appellate authority. He did not remember that he or the Union on his behalf had made any request for change of Enquiry Officer.

7. The Bank filed the affidavit of Mr. Sudhir A. Parulekar who acted as Presenting Officer for the Bank during the course of enquiry in lieu of his examination-in-chief. He has been cross examined by the learned counsel for the workman. The documents filed by the parties had been duly exhibited. The entire record of the enquiry proceedings has been filed on record. The workman has filed the copies of so many letters, complaints and correspondence which took place since 1986.

8. The workman has filed the written arguments dt. 3-8-2006 and also additional written arguments dt. 24-8-2006. The Bank filed the written arguments on 10-8-2006. The additional written arguments were filed by the workman after going through the written arguments of the Bank. The parties have also advanced oral arguments.

9. FINDINGS:

POINT NO. 1:

The entire record of the enquiry proceedings is before me. The same is perused by me thoroughly. It was also perused during the course of oral arguments made by the parties. It is clear on record that the Bank had examined three witnesses before the Enquiry Officer namely Mr. Parshet, Nar Bahadur Aire and Gujran. Mr. Parshet was not available for cross-examination. His examination-in-chief is also not available on the record of the enquiry proceedings. His evidence has not been considered by the Enquiry Officer. The evidence of second witness Mr. Aire is not very material since he did not depose anything against the workman. The third witness Mr. Gujran was cross examined by the Defence Representative on 8-2-1988. In fact, the workman had left the enquiry on 8th February, 1988 and the cross-examination was made by the Defence Representative at the back of the workman. For this, the workman has alleged that the Defence Representative had colluded with the Bank since there was no justification to do the cross-examination of the witness at the back of the workman. I feel that the apprehension and the reasoning of the workman does not appeal to me. It cannot be inferred that the Defence Representative acted in collusion with the Bank while doing the cross-examination at the back of the workman. No complaint was ever made by the workman against the Defence Representative who was a person having legal knowledge and responsible office bearer of the Association. On record, I do not find anything worth for which it may be inferred that Mr. Gujran was biased

against the workman and for this reason, he deliberately gave false evidence against the workman. In fact, there was no just cause for the workman to run away from the enquiry on 8-2-1988 and thereafter. There is nothing wrong on the part of the Enquiry Officer if the workman's statement was not recorded before the Enquiry Officer. It was for the obvious reason that the workman had left participation in the enquiry. The Defence Representative remained present throughout. The copy of written brief submitted by the Presenting Officer was given to the Defence Representative and he was called for submitting the written brief.

10. No doubt, the workman had asked for supply of original muster roll of the workman for the first half of 1986 and the records to confirm the payment of Daftary allowance from 23-12-1985 and they were not supplied to the workman. I feel that non-supply of this document do not cause any material prejudice to the workman in contesting the enquiry or putting forward his defence. The workman himself left the enquiry on 8-2-1988 for the reasons best known to him and this non-participation in the enquiry cannot be now taken as a defence nor any blame can be given to the Enquiry Officer.

11. The record is clear that each and every opportunity was given to the workman to contest the enquiry. The averments made by the workman in his affidavit that he was not served with a copy of the enquiry report or the show cause notice is false. The workman himself admitted in his cross-examination that he had received the report of the enquiry under protest and that he was served with the show cause notice. The receipt of the enquiry report under protest does not make any difference nor it gives ground to show that principle of natural justice have been violated.

12. The workman was given a show cause notice. He was given the opportunity of personal hearing by the Disciplinary Authority. He was also given the opportunity of personal hearing by the Appellate Authority.

13. On record, I do not find anything worth to infer that the Management of Bank was biased against the workman or that he has been victimized. The complaint made by the workman on 1st March 1986 with the Police does not make any difference. It is clear that there is a rivalry in between the two rival unions and there are some differences in between the workman and the witness of the Bank but for this reason the evidence of Mr. Gujran is not to be discarded as a whole. I do not find anything worth to justify the refusal of the letters dt. 23-12-1985 and 1st Jan., 1986 whereby he was asked not to perform the duties of Daftary and not to prevent Mr. Kotian from doing the duties of Daftary. In fact, the workman has not asserted that he had not refused to take the delivery of the aforesaid letters. This amount to clear insubordination and hence it is a misconduct. The charge five is also proved from the evidence of Mr. Gujran irrespective of the fact that

Mr. Parshete and other witnesses were not being brought before the Enquiry Officer by the Bank. The request made by the workman for re-opening of the enquiry have got no relevance at this juncture for deciding as to whether the enquiry is just and fair.

14. Considering the entire evidence on record and the aforesaid discussions, I conclude that the enquiry is just and fair. There is no violation of principle of natural justice. No prejudice is caused to the workman for non-production of the documents sought for during the course of enquiry by the workman. No prejudice is caused to the workman for completion of cross-examination by the Defence Representative at the back of the workman. No prejudice is caused in any manner by any conduct of the Enquiry Officer or the Management of the Bank or non-production of the other witnesses in addition to the evidence of Mr. Gujran. In fact, the evidence of Mr. Gujran is quite sufficient to conclude that the charges First, Second and Fifth were proved on record against the workman. The Enquiry Officer was justified in holding the workman guilty for the aforesaid charges and acquitting him for the other charges for non-production of Mr. Parshete and other witnesses. The attitude of the Enquiry Officer was just and fair in submitting his enquiry report. Hence the point is answered in affirmative.

15. **POINT (2)** : This plea of the Bank does not have any merits. Each and every fact which occurred in raising the dispute and making the instant reference by the Central Government has been explained in the additional written arguments by the workman. No doubt, the workman did not challenge the plea of delay in the Statement of claim but the facts brought to the notice of the Court by filing additional written arguments are not being denied and challenged by the Bank nor they could be challenged since they show the hard facts. Hence, I conclude that the enquiry is not to be rejected on the ground of alleged delay.

16. **POINT NO. (3)** : The punishment of stoppage of three increments with cumulative effect appears to be quite just and appropriate to the charges which have been proved against the workman. It can be said that the Bank in any manner exceeded its power to award the punishment of stoppage of three increments. No material is available on record for which the punishment may be set aside.

17. Before parting with the matter I may observe that the incident had taken place in the year 1986 and a period of 20 years is already over. The workman has already suffered a lot mentally as well as financially by stoppage of increments. I feel it just and proper that the increments so stopped be released now in favour of the workman w.e.f. 1-10-2006.

18. The Award is made accordingly.

Justice GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4273.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ इंडिया के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/51/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था।

[सं. एल-17011/1/2001-आई आर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4273.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/51 of 2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of LIC of India and their workmen, which was received by the Central Government on 17-10-2006.

[No. L-17011/1/2001-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT:

Shri A. A. LAD, Presiding Officer

Reference No. CGIT-2/51 of 2001

Employers in relation to the Management of Life
Insurance Corporation of India

The Zonal Manager,
Life Insurance Corporation of India,
Western Zone, Yogakshema East Wing,
Jeevan Beema Marg,
Mumbai-400021.

AND

Their Workmen

The Secretary,
Bhartiya Jivan Bima Nigam Chaturth Shreni,
Karamachari Sangh,
Yogakshema,
Mumbai-400021.

APPEARANCES:

For the Employer : Mr. V. W. Bapat,
Representative

For the Employee : In person

Date of reserving the Award : 30th June, 2006

Date of passing the Award : 10th August, 2006

AWARD PART-II

The Government of India, Ministry of Labour by its Order No. L-17011/1/2001/IR (B-II) dated 26th April, 2001 in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management of LIC of India in relation to Sr. Divisional Manager-I, Mumbai Division, imposing punishment of censure to Shri S. V. Desai, Record Clerk, Planning Department, Mumbai Division, Office-I and deferring one stagnation increment due from 1-9-1997 is legal and justified ? If not, what relief the workman is entitled to ?”

2. Workman Desai in the year 1993 was working as Record Clerk in the Planning Department of Life Insurance Corporation, Mumbai. The 2nd Party workman contended that he with great risk raised to the cadre of Clerk from that of Peon. Though he discharged his duties sincerely, Corporation issued him charge-sheet dated 23rd December, 1993 alleging that on 4-12-1993 at about 1.50 p.m. by unauthorisedly entering in the cabin of the Regional Manager, Mr. Tripathi workman Desai alongwith staff instigating them shouted, abused him in filthy language by switching off electric lights and A. C. and closing the window of the cabin wrongfully confined him along with other officers. They threatened him and caused injury by violating the provisions of Regulation 21.24 and 39(1) of the Life Insurance Corporation Regulation, 1960. It is pleaded that, workman replied the charge-sheet on 13th January, 1994. However dissatisfied with that, the Disciplinary Authority, initiated domestic inquiry against him by appointing Mr. Vittala as the Inquiry Officer and Mr. Savur as Presenting Officer. It is pleaded that, the inquiry conducted against the workman was contrary to the Principles of Natural Justice and fair play and that findings recorded by the Inquiry Officer are perverse inasmuch as, charges were vague and uncertain. He was not given copies of the letters relied by the Management. Proceedings were not recorded as per the happenings of it. It is pleaded that, workman was given permission to engage Mr. Chandrasekharan as Defence Representative at a late stage and consequently he could not defend him properly. It is contended that, Inquiry Officer without giving sufficient opportunity proceeded further and that the witnesses examined by the management though did not disclose on his presence at the place of incident concluded that, he was present which was against the record and therefore the findings being not based on record, are perverse. It is averred that, the Inquiry Officer by his report dated 12th July, 1996 found him guilty and that the

Disciplinary Authority based on the report imposed penalty of reduction of basic pay by two stages by the order dated 25th November, 1997. However the Appellate Authority by order dated 29th December, 1997 reduced the same to censure. The Union/Workman therefore contended that, inquiry being unfair the penalty imposed be set aside.

3. Management Corporation resisted the claim of workman by filing Written Statement (Exhibit 5) contending that, under Regulation 21 every employee of the Corporation is required to maintain absolute integrity and devotion to duty and that he should confirm and abide by the regulation. However the workman Desai under the impression that union leader is exception to that misbehaved and encouraged instigated his colleagues to enter in the chamber of the Regional Manager manhandled and abused him in filthy language on 4th December, 1993 which amounts to misconduct under service regulation and therefore he was served with the charge sheet and that Inquiry Officer giving him sufficient opportunity, by the report held him guilty and based on the report, punishment of reduction in increment was imposed which was reduced to censure by the Appellate Authority. It is pleaded that, the inquiry was held during 14th July, 1994/21st December, 1995 and that workman was defended by a Senior Officer Mr. Chandrasekharan. Management denied that any prejudice was caused to the workman. It is contended inquiry being fair and proper and finding not perverse claim of union being devoid of substance be dismissed with costs in limine.

4. By rejoinder (Exhibit 6) Union reiterated the recitals in Claim Statement denying the averments in the Written Statement contending that prejudice was caused to the workman in the domestic inquiry.

5. On the basis of the above pleadings my Ld. Predecessor framed Issues at Exhibit 7, out of which Issues Nos. 1 and 2 were treated as preliminary issues. By recording evidence of both the parties, Award I was passed on 11th July, 2003 holding enquiry fair and proper and finding not perverse.

6. Now, remaining Issues i.e. Issues Nos. 3 to 5 are taken into consideration in this second round which I answer as follows :

ISSUES	FINDINGS
3. Whether the action of the Management of LIC of India in imposing punishment of Censure to Shri S. V. Desai, Record Clerk, Planning Department, Divisional Office-I is legal and justified	Yes

4. Whether the action of the Management in deferring one stagnation increment due from 1-9-97 on the workman is legal and justified ?

5. What relief the workman is entitled to ?

No

As per Order
below**REASONS****Issue Nos. 3 and 4 :**

7. At this stage when reference came up for hearing on the quantum of punishment, 2nd Party Workman has led evidence by filing affidavit at Exhibit 26 and on this point Management cross-examined 2nd Party. Against that Management did not led any evidence on this point and closed it by filing purshis at Exhibit 29.

8. 2nd Party argued the matter in person. In the arguments he alleges that, enquiry was a farce. Charges sheet was given to victimize him. Charges were proved partially. Punishment of censure was awarded. Besides one increment was withheld with effect from 1st January, 1997 which is not legal and justified. According to him only one punishment can be awarded and management cannot award punishment of Censure as well as punishment of stagnation of increment as happened in his case. Whereas Management's representative pointed out its case by filing written statement at Exhibit 37 and took help of some of the citations as well as produced copies of Staff Regulations, 1960.

9. If we peruse this Staff Regulations 1960 which is not disputed, we find, Rule 9 of Staff Regulations, 1960 reads as under :

"39 : (1) Without prejudice to the provisions of other regulations, (any one or more of)* the following penalties for good and sufficient reasons, and as hereinafter provided, be imposed (by the disciplinary authority specified in Schedule I)* on an employee who commits a breach of regulations of the Corporation or who displays negligence, inefficiency or undolence or who knowingly does anything detrimental to the interest of the Corporation, or conflicting with the instructions or who commits a breach of discipline or is guilty of any other act prejudicial to good conduct :—

- (a) censure;
- (b) withholding of one or more increments either permanently or for a specified period;
- (c) recovery from pay or such other amount as may be due to him of the whole or part or any pecuniary loss caused to the Corporation by negligence or breach of orders;

- (d) reduction to a lower service, or post, or to a lower time-scale, or to a lower stage in a time-scale;
- (e) compulsory retirement;
- (f) removal from service which shall not be a disqualification for future employment;
- (g) dismissal."

10. As per Rule 39(1)(a) of the Staff Regulations, 1960, punishment of Censure and as per Rule 39(1)(b) punishment of stoppage of one or more increments and so on till (g) which is last punishment of dismissal can be awarded by the Management against delinquent employee. Here we find, punishment of Censure is awarded as well as punishment of stagnation of one increment with effect from 1-1-1997 is also awarded against 2nd Party workman regarding the charges proved against him. Here 2nd Party wants to comment on enquiry and charges leveled against him and findings given by the Enquiry Officer. In my considered view the argument advanced by the 2nd Party on the point of enquiry, finding of the enquiry officer cannot be considered at this stage and since it was considered by my Ld. Predecessor, by concentrating on those issues at the time of passing Part I Award.

11. Now, question is regarding quantum of punishment and punishment awarded on 2nd Party workman. Punishment awarded on 2nd Party workman is of Censure as well as of stagnation of one increment with effect from 1st January, 1997. As stated above Rule 39(1)(a) and (b) are regarding Censure and withholding of one increment or more respectively. It reveals that, Censure is one punishment and withholding one or more increment is another punishment. Admittedly in the instant case both punishments have been given and awarded on 2nd Party Workman. If we peruse the documents produced by 1st Party with Exhibit 8 we find, it has produced copy of Show Cause Notice dated 11th January, 1997 which reveals that, the Senior Divisional Manager who was Disciplinary Authority proposed penalty of reduction of basic pay by way of 2 stages and explanation was called for from 2nd Party as to why it should not be maintained. Said was challenged by the 2nd Party before Senior Divisional Manager, Disciplinary Authority, who by order dated 25th November, 1997 by taking lenient view imposed penalty of holding of reduction in basic pay by one stage in terms of Regulation 39(1)(d) of Staff Regulations, 1960. Same was again challenged before Appellate Authority which by order dated 29th April, 1999 after the said punishment and award of Censure. It was also challenged by the 2nd Party again by filing an appeal before the Chairman who on 7th October, 1999 who set aside the appeal. From those various orders it appears that, initially there was order of reduction in basic pay by 2 stages which was reduced by passing punishment of reduction in basic by one stage which is

then modified into Censure by Zonal Manager which was confirmed by the Chairman when appeal was filed by the 2nd Party.

12. But case of the 1st Party is that, the Chairman has no power to reduce the punishment and confirm censure only. Even in the cross-examination of 2nd Party it is tried to be project by the 1st Party that Chairman has no power to amend the Staff Rules and has power to issue circulars. But here staff rules referred above reveals that, Rule 39(1)(a) empower the Management to award punishment of Censure and Rule 39(1)(b) empowers the management to award punishment of withholding one or more increments. It reveals that Rule 39(1)(a) Censure is one punishment and Rule 39(1)(b) of withholding one or more increments is also punishment. So when censure is awarded as punishment, for said proved misconduct as stated above, question arises whether punishment of holding one increment again can be given to the 2nd Party Workman as happened in this case ?

13. The Ld. representative of the 1st Party referred number of citations to show that, 1st Party can award punishment as happened in the case of this workman. Citations are produced by 1st Party which are with its written submissions at Exhibit 31. Copy of citation published in *AIR 1982 SC page 1126* (A. V. Nachane Vs. Union of India) is annexed with written submissions, but I do not find how it is relevant with this point of giving power to the 1st Party to award such 2 different punishments at a time for one offence ? Same is the case regarding copy of citation, referred by 1st Party, published in *Air 1994 SC page 1343* (M. Venugopal Vs. Divisional Manager, LIC of India Machlipatnam), *AIR 1998 SC page 327* (LIC of India and anr. Vs. Raghavendra Seshagiri Rao Kulkarni). Another copy of citation referred by 1st Party published in *SCC (1995) 6 SCC page 750* (Union of India and Anr. Vs. B. C. Chaturvedi) is on the point of Departmental Enquiry and judicial review where they observed that, when the findings of the Disciplinary Authority are based on some evidence Tribunal cannot reappreciate the evidence and substitute its own findings. Here we are not on that point and I think wrong case law is submitted by the 1st Party's representative at this juncture when we are on the point of quantum of punishment and not on evidence. Another copy of citation referred by the 1st Party is published in (2005) 7 SCC page 338 (V. Ramana Vs. A. P. SRTC and Ors.) reveals that, unless there is shocking punishment Court cannot interfere in the subject matter. Here two punishments are given for one proved offence which are available one of Censure and another was of stoppage of increments. So one punishment of Censure is one punishment and another punishment is of stoppage of increments is one more punishment. Both the punishments are given for proved charge. So definitely giving two punishments for one proved charge definitely can be called as shockingly disproportionate as happened in the case of Desai. On the

contrary, this ruling goes against the 1st Party. Copy of citation referred by the representative of the 1st Party published in *AIR 1997 SCC page 1900* (Govt. of Tamil Nadu and Ors. Vs. Vel Raj) also does not help 1st Party as this Tribunal is not trying to transgress its jurisdiction in examining evidence at this stage as appellate authority but it is sitting to see whether punishment given is just, proper and proportionate. Copy of citation referred by 1st Party 1995 2 SCC page 474 (*Surjit Ghosh Vs. Chairman and Managing Director, United Commercial Bank and Ors.*), no doubt allow Disciplinary Authority to give punishment but it does not allow it to give 2 or more punishments for one proved charge. As observed at the initial stage I do not find why such a copy of citation viz. *AIR 1976 SC p. 1080* (K. L. Shinde Vs. State of Mysore) is referred by the 1st Party's representative as it appears that it is on departmental enquiry and reasonable opportunity to defend to workman. It is also on the point of evidence of justify the impugned order. Here we are not considering the evidence. Copy of citation referred by 1st Party published in 2003 SC page 1437 (Director General, R. P. F. and Ors. Vs. Ch. Sai Babu) again empower the Court to probe the punishment which is shockingly disproportionate. This ruling on the contrary helps the 2nd Party and not the 1st Party's representative. I do not understand why copy of citation published in *AIR 2006 SC page 975* (L. K. Verma Vs. HMT Ltd. and anr.) is placed on record as it is on the point of inflicting punishment of dismissal on delinquent.

14. So, if we consider all this coupled with the punishment of Censure awarded as well as punishment of stoppage of one increment with effect from 1st January, 1997 is awarded for one charge, I feel it is disproportionate as only one punishment ought to have been given either of Censure or other of stoppage of one increment with effect from 1st January, 1997 of any fine as available thereunder Staff rules. But in the instant case 2 punishments have been given which is a admitted fact. In fact Chairman who is the Appellate has given the punishment of Censure. But Management did not agree with the proposal of the Chairman and again awarded one more punishment of stoppage of one increment and imposed it. If at all it was of the view that, the charge was of a serious nature, 1st Party was having scope to follow Rule 39(1) (g) of Staff Regulation Rules and could have awarded punishment of dismissal also. But in the instant case it did not happen and management want to award two punishments which are not just and proper. As stated above Rule 39(1) provide number of punishments in the Staff Regulations, 1960 and Management was having option to chose any of it for one charge. Admittedly here for one charge 2 punishments have been awarded which is in violation of these Rules.

15. Considering all this I conclude that, awarding two punishments i.e. one of stagnation of one increment with effect from 1st January, 1997 is not legal and just when punishment of Censure was given. As stated above charges

leveled against 2nd Party were of serious nature but Management awarded punishment of Censure as well as punishment of stoppage of one increment. If at all Management was of the view that charges leveled against 2nd Party were of serious nature as observed above, it ought to have awarded the last punishment of dismissal available in Rule 39(1)(g) of Staff Regulations, 1960. But here the Management followed Rule 39(1)(b) and awarded punishment of Censure. It also awarded punishment of stoppage of one increment as per Rule 39(1)(b) which in my considered view is not just and proper. So all this lead me to conclude that, punishment awarded of two types are not just and proper. So I conclude that, one punishment of Censure can only be awarded and declare that the other punishment of stoppage of increment from 1st January, 1997 is not legal and proper. So I answer Issue No. 4 accordingly. Since the Management failed to prove that, it can award two punishments for one charge. I conclude that, management cannot award punishment of stagnation of one increment from 1st January, 1997. So I declare that, the punishment of stagnation of one increment with effect from 1st January, 1997 is not just and proper and 2nd Party is entitled to get back the stagnation amount i.e. of one increment from 1st Party. Hence, the order :

ORDER

- (a) Reference is partly allowed;
- (b) 1st Party is directed to repay one stagnated increment withheld of 2nd Party w.e.f. 1-1-1997 till he retires;
- (c) In the circumstances of the case there is no order as to its costs.

Mumbai,
10th August, 2006. A. A. LAD, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4274.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, मुम्बई के पंचाट (संदर्भ संख्या 29/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था।

[सं. एल-31011/12/2003-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4274.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 29/2004) of the Central Government Industrial Tribunal-cum-Labour

Court No. 1, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Mumbai Port Trust and their workmen, which was received by the Central Government on 17-10-2006.

[No. L-31011/12/2003-IR.(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-29 of 2004

PARTIES:

Employers in relation to the management of Mumbai Post Trust

And

Their workmen.

APPEARANCES:

For the Management : Shri M. B. Anchani, Adv.

For the Workman : Shri Narayanan, Adv.

State : Maharashtra

Mumbai dated the 21st day of September, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-31011/12/2003-IR (B-II) dated 24-3-2004. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Mumbai Port Trust in not considering the past service of Canteen employees (prior to 1-10-1991) who worked for the management through the Co-operative Canteen Societies for the purpose of their service, pay, allowance, gratuity, pension etc. is justified and if not what relief the workmen are entitled to?”

2. The workman filed the Statement of claim dated 28-5-2004 and contended that they now being the permanent workers of Mumbai Port Trust under the orders of the Honourable High Court in the writ petition No. 3513 of 1991, are entitled for the benefit of pension and gratuity after counting the total services of the canteen workmen as per office order issued by the Dep't. of Personnel, Govt. of India for which the services rendered by the workmen in the Co-operative Canteens prior to the cut off date 1-10-1991 be credited to the services of the workmen.

3. The Mumbai Port Trust filed the written statement and asserted that as per the orders of the Honourable High Court of Bombay, the workmen are not entitled to the benefits as claimed.

4. In this view of the matter, the issue involved in this reference is very short. The matter relates to the interpretation of the order of the Honourable High Court and that is sufficient to settle down the dispute in between the parties. It may be observed that the issue relating to the contribution amount of PF is not to be considered being not referred by the Central Govt. in this reference and the same has been conceded by the learned counsel for the workmen in his written submissions.

5. The workmen have filed the written submission dt. 4-9-2006. Their only contention is that the order dt. 25-8-1994 passed by the Honourable High Court of Bombay in writ petition No. 3513 of 1991 whereby the cut off date fixed as 1-10-1991, has not been complied with in true spirits by the Management of Mumbai Port Trust. It is submitted that the Management has regularized the employees like S/Shri Gawde, Warang, Patil, Shelke and Kainble recruited in 1986, 1988, 1992, 1994 and 1995 (Annexure B).

6. The Honourable High Court of Bombay has passed the following order in the concluding para :

“Accordingly, petition succeeds and it is declared that canteen workers employed through respondent nos. 4 to 15 are regular employees of Bombay Port Trust Authorities. The employees working in these canteens should be treated as employees of Bombay Port Trust Authorities with effect from October 1, 1991. Shri Ramaswami stated that the employees working in canteens run by the co-operative societies are provided with provident fund, gratuity and other benefits but not of the same scale as those available to the employees of canteens run by the departments. The Port Trust Authorities are directed to give the identical benefits in the employees working in canteens run by respondent nos. 4 to 15 with effect from October 1, 1991.”

7. A bare perusal of the aforesaid quoted order goes to show that the workmen have been treated to be the employees of Mumbai Port Trust w.e.f. 1-10-1991 and they have been given all the benefits at par with the other employees w.e.f. 1-10-1991. The assertions made by the workmen against the aforesaid order cannot be accepted at this juncture by this Tribunal. This Tribunal cannot pass any order over and above the order of the Honourable High Court. The cut off date has been made by the Honourable High Court of Bombay as 1st October 1991. No doubt, the workmen under the instant reference were admittedly working since prior to 1991 but that period of service is not to be counted in favour of the workmen for granting the benefits of pension and gratuity. No doubt, the order issued by DP and PW Department, Personnel,

Govt. of India No. 12-3-92-DIR dt. 16-12-1993 is there under which the Government has permitted to add the services from 26-9-1983 for the purpose of calculating pension to the workmen who have retired after 1-10-1991 if their services fell short of qualified period. But it cannot be now the basis for adding the services prior to 1-10-1991 since the Honourable High Court of Bombay has ordered to treat the workmen as regular workmen of Mumbai Port Trust w.e.f. 1-10-1991 only and have been given all benefits with effect from the aforesaid date at par with other permanent workers. The order of the Honourable Bombay High Court leaves no room for any doubt since the cut off date is 1-10-1991. The workmen are entitled to all benefits w.e.f. 1-10-1991 only and they cannot claim any benefit of the services rendered by them prior to that in the co-operative canteens. The issue as to whether the Mumbai Port Trust has regularized the workmen who joined even after 1991 is not to be decided at this juncture nor it comes to the rescue of the workmen for claiming the addition of the services prior to 1-10-1991 to the credit of the workmen.

8. Hence, I conclude that the action of the Management of Mumbai Port Trust in not considering the past services of the canteen employees (prior to 1-10-1991) who worked for the management through the Co-operative Canteen Societies for the purpose of their service, pay, allowance, gratuity, pension etc. is justified.

9. The Award is made accordingly.

Justice GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4275.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मेरीन फारविंग कॉर्पोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/74/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था।

[स. एल-31012/4/2004-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4275.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/74/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of M/s. Maryn Forwarding Corporation and their workmen, which was received by the Central Government on 17-10-2006.

[No. L-31012/4/2004-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

A. A. Lad, Presiding Officer

Reference No. CGIT-2/74 of 2005

PARTIES:

Employers in relation to the management of
M/s. Maryn Forwarding CorporationThe Partner,
M/s. Maryn Forwarding Corporation,
49/7, Eastern Chambers, Gr. Floor,
Poona Street, Masjid Bunder (East),
Mumbai-400009.

And

Their workmen

Shri Ramdhan Ananda Unde.

APPEARANCES:

For the Employer : Absent

For the Workmen : Mr. A. D. Nimbalkar,
Advocate.

Date of reserving Award : 4th August, 2006

Date of passing of Award : 9th August, 2006

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-31012/4/2004-IR(B-II) dated 27th May, 2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s. Maryn Forwarding Corporation, Mumbai in terminating the services of Shri Ramdhan Ananda Unde w.e.f. 1-7-2004 is justified ? If not, what relief, Shri Ramdhan Ananda Unde is entitled to ?”

2. To support the subject matter referred in the reference, 2nd Party filed Statement of Claim at Exhibit 5 making out the case that, Markand S. Patel and his brother Mr. Yogesh S. Patel with the blessings of their father started a transport and forwarding agency in Bombay Port Trust under the name and title as “M/s. MAC Transport Company and M/s. Maryn Forwarding Corporation.” Though there were two establishments the administration and business of both were one and same. It was controlled by one body. Second Party was employed on 1st September, 1980 with the 1st Party. There were 50 workmen working there and in 1982 it was informed that he was confirmed. However, in 1983 Mr. Markand Patel conducted a meeting of the workmen and declared that he is going to close down both

the establishments and they should give consent for the same. All the workmen united themselves and joined Maharashtra General Kamgar Union led by Dr. Datta Samant who called a meeting under the head of Mr. Dada Samant, the Vice President. In 1988 Management of the 1st Party took over another Company by name M/s. Lift and Shift along with 185 employees. All those were junior to the 2nd Party workmen who were already working. There were 50 surplus employees in these 185 employees absorbed by the 1st Party Company. That, the 1st Party was engaged in taking contract of transportation of various companies, shipping Agents. After absorbing 185 employees of taken over company these employees were unable to cope up with the work taken over by the 1st Party as such Markand Patil decided to take the services of the old employees. However, 1st Party was pressing workmen to work more than 22 hours a day which was not liked by them. So some of the workmen left the Company. At that time, employer retrenched 51 employees in 2003 without following the due process of law. Said issue was taken up by the employees to the Competent Authority. Thereafter mass termination took place. Then Employers again decided to remove some employees and accordingly list of 56 employees was displayed. So the workers approached Transport and Dock Workers’ Union. However, it did not help them. The employers suspended the work without following due process of law. A. B. Choudhari and S. N. Kotgir though not included in the list were not taken by the Company in the employment. According to 2nd Party, he was terminated on 1st July, 2004 even though his name was not in the list. There was a meeting on 11th August, 2004 with the Union of the Workmen and the Management. There was some understanding in which it was announced that the Management and Union had accepted that, while removing the employees seniority list will be followed. However, the said seniority list was not followed by the employer while removing the employees. The retrenchment effected was not just and proper which was effected on 1st July, 2004. So he prayed to set it aside with directions to reinstate him with benefits of back wages and continuity of service.

3. Notice of the said Reference was given to the 1st Party. Vide Exhibit 3 reveals it was served on 1st Party. No reply is given to it. So order was passed to proceed ex parte.

4. To support the claim 2nd Party filed affidavit at Exhibit 7. He stated that retrenchment effected on 1st July, 2004 is not just and proper and was done without following due process of law. No seniority list was followed, principle of first come and last go or last come first go was not adopted.

5. This say of the 2nd Party is not disputed by the 1st Party. So it is accepted holding retrenchment of the 2nd Party was not just and proper. Hence, I proceed to pass the following order :

ORDER

- (a) Reference is allowed;
- (b) It is declared that the retrenchment of 2nd Party, dated 1st July, 2004 was effected without following due process of law;
- (c) 1st Party is directed to reinstate 2nd Party and give him benefits of back wages and continuity of service from 1st July, 2004;
- (d) In the circumstances, there is no order as to its costs.

Mumbai,
9th August, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4276.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेहरू साइंस सेन्टर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/6 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-10-2006 को प्राप्त हुआ था।

[सं. एल-42011/50/99-आई आर (डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 18th October, 2006

S.O. 4276.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/6 of 2000) of the Central Government Industrial Tribunal-cum-Labour Court, No.-II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nehru Science Centre and their workman, which was received by the Central Government on 18-10-2006.

[No. L-42011/50/99-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT:**

Shri A. A. Lad, Presiding Officer

Reference No. CGIT-2/6 of 2000

**Employers in relation to the Management of Nehru
Science Centre**

The Director,
Nehru Science Centre,
National Council of Science Museum,
Dr. E. Moses Road, Worli,
Mumbai-400018.

AND

Their Workmen
(Smt. S. D. Khot and Shri S. K. Rane)

The General Secretary,
NCSM Employees Union,
17, Dalvi Building,
1st floor,
Parel, Mumbai-400012.

APPEARANCE:

For the Employer : Mr. B. G. Goyal, Advocate.

For the Workmen : Mr. M. B. Anchani, Advocate.

Date of reserving Award : 26th June, 2006

Date of passing of Award : 30th August, 2006

AWARD PART-I

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-42011/50/99-IR(DU) dated 16th December, 1999 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management of Nehru Science Centre, Mumbai, by imposing the penalty of compulsory retirement to the workmen, Smt. S. D. Khot, UDC and Sh. S. K. Rane, Technician Gr. III is legal and justified? If not, to what relief the concerned workmen are entitled ?”

2. To substantiate the subject matter made out in the reference 2nd Party, filed Statement of Claim at Exhibit-5 stating that, the workmen involved in the reference i.e. Smt. S. D. Khot and Mr. S. K. Rane were working with the 1st Party as Upper Division Clerk and Shri S. K. Rane as Technician Grade III respectively. The chargesheet was served on both. Enquiry officer was appointed. The enquiry was conducted by Enquiry Officer. The enquiry conducted was not fair and proper and was not conducted by following the principles of natural justice. The documents were not given to chargesheeted employees and copies of the translations were not supplied to the workmen involved in the reference. Even books containing CCS (CCA) Rules and CCS (Conduct) Rules under which the enquiry was conducted were not made available. The enquiry conducted by the Enquiry officer was not competent to conduct the enquiry. They were not permitted to take the help of the Counsel and were not permitted to defend their case by proper representation. At the time of the enquiry, these Workmen were asked to sit in the Conference Hall, whereas Enquiry Officer was sitting in the Chamber provided to him and was bringing the material typed for signature of the workmen. The Enquiry Officer was

(10)

interested in helping the Management. He was taking initiative. There was no evidence before the Enquiry Officer to hold these workmen guilty of the charges levelled against them. According to them findings were perverse. So they prayed to quash and set aside the enquiry proceedings and findings of the Enquiry Officer with request to direct the 1st Party to reinstate them on their respective posts since decision taken by the 1st Party was taken on the basis of such a bogus enquiry.

3. This prayer is disputed by the 1st Party by filing written statement at Exhibit 8 stating and contending that, full opportunity was given to the workmen involved in the reference. In fact 1st Party is not an "Industry". It is an autonomous body constituted under the Ministry of Culture Youth Affairs and Sports. Government of India and is non-profit organization. 1st Party is not engaged in any activity which can be called business, trade or manufacturing to call it as an "Industry". Since 1st Party is not an "Industry" the workmen involved in the reference cannot be called workmen.

4. It is further stated that, full opportunity was given to these workmen involved in the reference while conducting enquiry. Time and again they were accommodated by the Enquiry Officer. Still they were determined not to start and participate in the enquiry and after giving long rope, enquiry was proceeded ex parte and was concluded by the Enquiry Officer. Documents were made available. No question arises to provide documents as pleaded. All the requirements of the workmen were met as per the conditions laid down in Rule 14 of Central Civil Services (Classification, Control and Appeal Rules, 1965) and it was endorsed by the workmen involved in the reference. The prayer of the workmen to permit them to engage legal assistance was not allowed, since Rule 14 of Central Civil Services Rules does not permit to give such a facility to chargesheeted employees. Shri M. M. Mullani was appointed as a Translator to facilitate the workmen to understand the conducting and recording of the enquiry proceedings. The adjournments sought by these workmen were given by the Enquiry Officer on a number of occasions. Since they were demanding adjournments from time and again after giving full warning, such an adjournment was rejected and enquiry was proceeded and concluded ex parte. According to 1st Party full opportunity was given to the chargesheeted employees. However, they did not avail of it and participate in the enquiry and extended cooperation to complete the job of enquiry and that, being the position it compelled the Enquiry Officer to proceed ex parte. So it proceeded ex parte and completed the enquiry holding these workmen guilty of the charges levelled against them. Relying on that, the Disciplinary Authority took decision to terminate these employees since the charges were proved which were of serious nature. The charge of giving slogans, abusing Officers and creating hurdles in the working of the staff

were levelled against these workmen. These both charges were related to the functioning of the 1st Party's activities. Those were of serious nature as it was giving bad impression in the administration of the 1st Party. Since it was a serious thing, decision of dismissal was the only solution and just and proper. So, it is submitted that, the prayer prayed by the workmen in the subject matter of the reference does not deserve to be considered.

5. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 11. Out of those Issue Nos. 1 to 4 i.e. on the point of jurisdiction, maintainability of the reference, point of fairness of the enquiry and perversity of the findings were ordered to be decided first as preliminary Issues. Meanwhile my Ld. Predecessor, CGIT-1, who was holding the charge of this Tribunal during the vacancy of the Presiding Officer, passed an Order dated 17th February, 2006 directing both the parties to lead evidence on all the points observing, they will be permitted to lead evidence, if he found enquiry not fair and proper. However, both parties again requested this Tribunal to decide the proceedings as ordered by this Tribunal in the reference while framing Issues at Exhibit 11 and requested to decide Issue Nos. 1 to 4 first as preliminary issues. Since that, is the practice followed in case of enquiry, it is also followed here.

6. Considering that and considering the practice followed I feel on the basis of the arguments submitted by both on these preliminary issues only, I also decide to proceed with preliminary Issues which I answer as follows :

ISSUES	FINDINGS
1. Whether the Nehru Science Centre Mumbai is not an industry as defined under section 2(j) of the Industrial Disputes Act, therefore the reference is not maintainable ?	Does not arise
2. Whether this Tribunal has jurisdiction to entertain and try the reference ?	Yes
3. Whether the domestic inquiry held against the workman was as per the principles of natural justice ?	No
4. Whether the findings of the Enquiry Officer are perverse ?	Yes

REASONS

Issue Nos. 1 and 2 :

7. 1st Party has taken the contention that, it is not an "Industry" and does not fall within the definition of Section 2(j) Industrial Disputes Act, 1947. Since, it is contended

that, it is not an "Industry" this Tribunal has no jurisdiction to entertain the grievances of the workmen involved in the reference.

8. As far as these contentions are concerned we find before us is the evidence of 2nd Party i.e. of one of the chargesheeted employee S. Rane whose affidavit is filed at Exhibit-18 by way of examination-in-chief and that of, another chargesheeted employee at Exhibit 19. Both are cross-examined by 1st Party. Against that 1st Party filed an affidavit at Exhibit 29 to support its case and by purshis at Ex-34, it closed its evidence.

9. We are on the point of jurisdiction of this Tribunal a well as on the point of maintainability of the reference since it is contended that first party is not an Industry, we find the witness examined by both are not stating anything on these two points by leading evidence at this stage on which they relied. Even cross of both these reveals that they are least concerned with the jurisdiction of this Tribunal and with the statement of the 1st Party. It is admitted that, it is not a Government Department and it is coming under the Labour CHM bye-laws. Even the arguments advanced by both by filing written submissions at Exhibit 37 by 1st Party and at Exhibit 36 by 2nd Party does not focus on these Issues and enlighten how they are supporting their respective cases as both are silent on these two issues. 2nd Party has submitted in its written submissions that, Central Civil Service Rules are not applicable to the employees working with the 1st Party. Besides it is contended that there are no Certified Standing Orders and Model Standing Orders are applicable and to that contention nothing is stated by 1st Party. On the contrary in the reply to the Statement of Claim 1st Party has stated that the Writ Petition was filed by the employees involved in the reference where Hon'ble High Court while deciding Writ Petition No. 1021 of 1997 observed that Central Government is a appropriate Government. Even in the written statement 1st Party just referred to the contentions of the 1st Party stating that, it is not an "Industry". 1st Party failed to make out the case how it is not an "Industry" and how this Court has no jurisdiction. When Hon'ble High Court while deciding Writ Petition No. 1021 of 1997 observed that, Central Government is an appropriate Government and when 1st Party is not a Department of the Government which is admittedly autonomous body funded by the Central Government; means approved by the Central Government it falls within the jurisdiction of this Tribunal. By virtue of that this Tribunal has jurisdiction regarding the dispute raised by the workmen working with the 1st Party since 1st Party is working systematically with the Rules and Regulations and as such definitely falls under the definition of the "Industry". It is not expected that, every sector must run business to earn profit for the welfare of the workers who are working with such an institute. The provisions of the Industrial Disputes Act, 1947 are applicable, since the functioning of

such an autonomous body is systematic which if one of the criteria to declare such an institute as an "Industry". An above all since these two issues are not seriously taken by both, even argued by both, and were not focused with proper efforts. I conclude that, it is not necessary to consider these issues very much. The record and proceedings reveal that, 1st Party is an Industry and it is not seriously challenged by the 1st Party in the reply. So I did not find it necessary to answer Issue No. 1 positively. As far as Issue No. 2 is concerned since Central Government is funding 1st Party and since 1st Party is an autonomous body, I conclude that this Tribunal has jurisdiction and I answer the said issue accordingly.

Issue Nos. 3 and 4 :

10. At this stage these two issues are seriously challenged by both. 1st Party says that, enquiry is fair and proper. Full opportunity was given to the workmen. However they did not utilize it and compelled the Enquiry Officer to proceed ex parte. While giving full opportunity the Enquiry Officer was left with no option but to proceed ex parte. Whereas, case of the 2nd Party is that, full opportunity was not given to them. They were not permitted to take the help of legal Counsel. They were not facilitated with the translation and documents were not supplied. They were asked to sit outside and the enquiry was proceeding inside which was not fair and proper.

11. In that respect if we peruse the enquiry proceedings, copy of which is filed by the 1st Party with Exhibit 12, we find said copy of the Enquiry proceedings reveal that, it contains from page Nos. 1 to 328. If we turn, particularly pages 187 to 209 we find 1st Party has examined about 19 witnesses against Mrs. Khot and against Mr. Rane, pages 348 to 369 reveals that 1st Party examined 20 witnesses. The copies of depositions recorded by the Enquiry Officer reveals that, in case of witness Choudhary Enquiry Officer took initiative in respect of 1st Party which was not his job. The depositions of other witness reveals that, the Presenting Officer was putting questions to the witnesses which are in form of leading nature which is also not permissible and not objectionable by Inquiry Officer. Even in case of Mrs. Khot Enquiry Officer puts some questions to the witness Mukar which is also leading type of question. That question is like this :

Q : How do you learn that ?

Besides question No. 4 was rather put by the Enquiry Officer is of that type. Number of questions were put by the Enquiry Officer to witness Chakraborty and witness Phadke as well as to witness Lukman which was not the job of the Enquiry Officer. Besides, these questions and answers of these witnesses were regarding serious nature of charge leveled against the employees still they were not cross-examined though such a large number of witnesses are examined by the 1st Party. So it is a matter of record

that, the enquiry proceedings were concluded without the cross-examinations of the witnesses by the chargesheeted employees and it was concluded. Sum and substance of the enquiry is that, the enquiry was completed ex parte. Even if it is stand of the 1st Party that Enquiry Officer gave ample opportunity and since chargesheeted employees did not participate in it the left no option with the 1st Party but to proceed ex parte itself reveals it was ex parte.

12. On this point fairness of enquiry the Ld. Advocate for the 1st Party argued that though the enquiry was ex parte, it is just and proper and since it observed all the rules and regulations and then conducted the enquiry. It was done by following principles of natural justice and to support that it placed reliance on the copies of the number of citations published in :

- (1) 2000 LLR p. 933 (A. D. Sandbhor Vs. Garware Wall Ropes Ltd. and Ors.—Bombay High Court).
- (2) 2001 LLR page 825 (SC) New India Assurance Co. Ltd. Vs. S. M. Kazim and Ors.
- (3) 2001 LLR p. 1213 (Arun Kumar Vs. The Allahabad Bank and Ors.—Patna High Court).
- (4) 2001 LLR p. 639 Dr. Arun Kumar V/s. State of U. P. and Ors.—Allahabad High Court.
- (5) 2002 LLR p. 35 (Arjun Hazre Vs. Coal India Ltd.—Calcutta High Court).
- (6) 2003 LLR p. 174 (Bharat Electronics Ltd. Vs. Yeruswamy—Karnataka High Court).
- (7) 2003 LLR p. 790 (S. Muthuraman & Ors. Vs Presiding Officer, Labour Court & Ors.—Madras High Court).
- (8) 2003 (98) FLR page 507 (Prabhakar Engineers Pvt. Ltd. Vs. R. B. Mohite—Bombay High Court).
- (9) 1972 II LLJ p. 328 SC—(Banaras Electric Light & Power Co. Ltd. Vs. The Labour Court).
- (10) 1962 II LLJ p. 772 SC—(Hamdard Dawakhana Vs. Its Workmen).
- (11) 1980 Lab. I.C p. 683 (Associated Cement Company Vs. Abdul Gaffar—Rajasthan High Court).
- (12) 1999 I CLR p. 24 SC (Dr. Anil Kapoor Vs. Union of India).
- (13) 1999 II CLR p. 465 SC (Bank of India & Anr. Vs. Degala Suryanarayan).
- (14) Copy of Writ Petition No. 19331 of 2001 of Calcutta High Court Sri Subhas Chandra Nagpa Vs. National Council of Science Museums).

- (15) 1993 I CLR p 253 SC (Crescent Dyes & Chemicals Ltd. Vs. Ram Naresh Tripathi).
- (16) 1970 I LLJ page 357 SC (Janaki Nath Sarangi Vs. State of Orissa).
- (17) 2001 LLR page 1028 (Management of Indian Airlines Vs. Industrial Tribunal and Anr.—Andhra Pradesh High Court).
- (18) 1998 LLR p. 632 (S. Raveendranath Kamoth Vs. P.O. Labour Court, Ernakulam & Anr.—Kerala High Court).
- (19) 1993 (66) FLR p. 48 (A. K. Choudhary V/s. Calcutta Port Trust—Calcutta High Court).
- (20) 1999 (82) FLR p. 225 SC (M/s. Cipla Ltd. Vs. Ripu Daman Bhanot).
- (21) Copy of Judgement dated 16-12-1996 in W.P. 5992 of 1996 in the case of National Council of Science Museum Employees Union V/s. Nehru Science Centre.
- (22) Copy of Judgement dated 12-8-97 in W.P. No. 1021 of 1997 in the case of Nehru Science Centre V/s. National Council of Science Museum Employees' Union were referred saying that such enquiry must be observed fair and proper.

13. As far as citations published in 2000 LLR page 993 (A.D. Sandbhor Vs. Garware Wall Ropes Ltd. & Ors.) is concerned, it is observed by Their Lordships that, in that case no violation of principles of natural justice were pointed out by the chargesheeted employee involved in that case. Here admittedly legal practitioner was not permitted by the Enquiry Officer to defend the chargesheeted employee. It is a matter of record that chargesheeted employee did not participate in the enquiry and they were not personally permitted to cross-examine the witnesses. There was no cross to the management witnesses. Even it is not pointed out by the Enquiry Officer to show that, he called upon the employees and asked them to cross-examine the witness available. It is also not pointed out that, the documents were offered to them. On the contrary witness examined by the 1st Party in support of fairness of the enquiry has admitted in the cross that, copies of documents relied were not furnished to the workmen. He also admits that such copies were not given to the workmen. He also admits that workman Khot had complained vide Exhibit 12. He admits that Enquiry Officer did not permit workmen to engage Mr. Nimbalkar as Defence Representative. So all these admissions given by the 1st Party's witness reveals 1st Party failed to project the way in which the Enquiry was proceeded was just and proper and it reveals in what fashion the decision of removal was taken against these employees. Even it is not brought on record that, they were not heard on the punishment which was the fundamental right of the chargesheeted employee to hear

them on punishment. Though number of citations referred above observed that, such an enquiry is fair and proper but facts in our case and facts of respective cases are different. In this case admittedly numbers of witnesses are examined but it is not made known to the workmen that, they can cross-examine these witnesses in the absence of their defence representative. That was their right to cross-examine the witness and it was not brought into the notice of the chargesheeted employees.

14. If we consider all this coupled with the evidence led by both I conclude that, such an enquiry cannot be called as fair and proper and finding taken on the evidence is just and proper. In fact evidence is ex parte evidence and finding given on such an evidence must be observed as perverse.

15. All this lead me to conclude that, enquiry was not fair and proper and finding perverse. Accordingly I answer the above Issues and pass the following order :

ORDER

- (a) Enquiry is not fair and proper;
- (b) Findings perverse;
- (c) 1st Party to lead evidence to prove the charges to justify the quantum of punishment given against chargesheeted employee by attending this Tribunal on 3rd November, 2006.

Mumbai, A. A. LAD, Presiding Officer
30th August, 2006.

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4277.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, मुम्बई के पंचाट (संदर्भ संख्या 2/66/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था।

[सं. एल-17011/19/1999-आई आर (बी-II)]
सी. गंगाधरन अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4277.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/66/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No.-II, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of LIC of India and their workmen, which was received by the Central Government on 17-10-2006.

[No. L-17011/19/1999-JR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

Shri A. A. Lad, Presiding Officer

Reference No. CGIT-2/66 of 2001

Employers in relation to the Management of Life Insurance Corporation of India

The Zonal Manager,
LIC of India, Western Zone,
Yogakshema (East Wing),
Jeevan Beema Marg,
Mumbai 400 020

AND

Their Workmen
The General Secretary,
Insurance Employees Association,
Gulistan Building, IIInd floor,
M.D. Marg, Fort,
Mumbai-400 001.

APPEARANCE

For the Employer : Through Representative
Mr. V. W. Bapat

For the Workmen : Through Representative
Mr. C. S. Dalvi

Date of reserving Award : 27th June, 2006

Date of passing of Award : 1st August, 2006

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-17011/19/99/JR(B-II) dated 14th May, 2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the demand raised by Insurance Employees’ Association, Mumbai for absorption/regularization of the workmen, who are working in the LIC Co-operative Canteen for exclusive use of LIC Employees working in the Yogashema Building, Mumbai, in the services of the management by extending the benefits of the judgment given by the Hon’ble Supreme Court in Parimal Chandra Raha and Others Vs. Life Insurance Corporation of India and Others (1995-II-LLJ 339) is justified and legal ? If so, what relief are the said disputants entitled to ?”

2. To support the subject matter referred in the reference, 2nd Party filed Statement of Claim at Exhibit 5 under the signature of authorized representative of the Union stating and contending that, General Manager, Life Insurance Corporation of India, Western Zone, is made Party No. 1. In fact grievance is against Life Insurance Corporation of India, having as many as 7 Zones.

3. This reference is particularly to the demands of the employees working in the Canteen of the Bombay Division Office No. 1. It runs cooperative canteen for the benefit and use of the Life Insurance Corporation employees working in the Yogakshema building, Mumbai, which houses Central Office, Zonal Office, Head Quarters of Mumbai Division office Nos. I and IV with two Branch offices viz. Nos. 883 and 904. There may be around 1000 employees in the said offices serving with the Life Insurance Corporation of India in the said building viz. Yogakshema where the said canteen is run.

4. Said LIC Co-operative canteen is creation of the arrangement between the Management of the Life Insurance Corporation of India and the Union which were of the view to have canteen facility to the employees working there. With this laudable objective set before the Corporation by the Government when Industry was nationalized in the year 1956 January 19 and under that line said facility of canteen was provided to the workers. It was quite essential establishment for the staff of LIC to change them to serve the people at large.

5. The object and purpose in running the said canteen was to provide tea, snacks, all other eatable items to the employees of LIC working there so that, they will not go out of the building and will save the time of the Corporation. Besides, in the modern and progressive world, the provision of staff canteen in public sector has become undisputed obligation on the part of such Managements and it is considered one of the required service condition. Besides, in the city like Mumbai where people are coming from various corners of long distance by leaving their houses at early hours, require such snacks, food, milk, meals, tea etc. to coupe up themselves and keep fit to work and serve the people who are approaching the Life Insurance Corporation. On that, background, Chairman of the Corporation was requested to absorb the workers working in the said cooperative canteen and treat them as workers of the Life Insurance Corporation of India. Even ratio of the judgment of Apex Court published in 1995 II LLJ p. 339, Parimal Chandra Raha and Ors. V/s. Life Insurance Corporation of India and Ors. were placed before the Corporation during their grievances and demand to consider and follow it here. In fact it was just and proper demand, of the workers of the Cooperative Canteen who are serving for the employees of Life Insurance Corporation of India i.e. Corporation. In fact they are part and parcel of

the Corporation. Place and funds are provided by the Corporation. Control is of the Corporation. In the similar situation, Apex Court decided employees of the canteen are employees of the Corporation while deciding the above referred case i.e. Parimal Chandra Raha and Ors. Vs. Life Insurance Corporation of India and Ors. Union tried to press that view to accept and apply to the employees of canteen and requested to implement the same analogy to the workers working in the said cooperative canteen and treat them as employees of the Corporation. However, no heed was given by the Corporation. So dispute was raised by the Union before Assistant Labour Commissioner (Central) and as it was not settled, failure report was submitted by the said ALC(C) and said subject is referred by the Competent Authority for adjudication before this Tribunal to decide whether on the basis of the decision taken by Apex Court while deciding case of Parimal Chandra Raha and Ors. Vs. Life Insurance Corporation of India and Ors. published in 1995 II LLJ p. 339 dispute of the employees of canteen solved and analogy of said can be applied to the members of the Union and declared or treated as employees of the Corporation as observed by the Apex Court in case of Parimal Chandra Raha and Ors. V/s. Life Insurance Corporation of India and Ors.

6. This prayer is disputed by the 1st Party by filing exhaustive written statement at Exhibit 6 stating and contending that, the facts of the above referred case are quite different than the facts of the case in hand as the basis of their demand was quite on different facts and circumstances. While running said canteen which is in the case by the Apex Court, was part of condition of the Corporation which undertook to provide such services. Corporation was holding control over the employees and the management. However, in the instant case, there is no control of the Corporation on the employees and the activities of the canteen. Only there is Advisory Board who occasionally inspect food items and working of the canteen. All other work like recruiting employees in the canteen paying their salary, maintaining their record, looking to their requirements and needs are seen by the Contractor. Contractor is running the said canteen. It is run on the working days and on holidays, it does not work. Some funds are made available to the said Contractor which is managed and regulated by the Body which is controlling the activities of the Canteen and as such, the analogy applied in the case of Parimal Chandra Raha and ors. V/s. Life Insurance Corporation of India and Ors. cannot be made applicable to the employees of the present canteen. So it is submitted that, the demand of the Union to treat the workers of the canteen as employees of the Corporation cannot be accepted.

7. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 7 which I answer as follows :

ISSUES	FINDINGS
1. Whether the demand raised by Insurance Employees' Association, Mumbai for absorption/regularization of the workmen, who are working in the LIC Co-operative canteen for exclusive use of LIC Employees working in the Yogakshema Building, Mumbai in the context of the Judgment given by the Hon'ble Supreme Court in Parimal Chandra Raha and Ors. Vs. Life Insurance Corporation of India is legal and justified?	No
2. If so, what relief the said disputants are entitled to?	As per order below

REASONS

Issue Nos. I and 2 :

8. Union made out the case that, employees working in the Canteen which is run in the Yogakshema Building where number of offices like, Divisional Offices, I and IV, and 2 other Branches, including Central Office, Zonal Office and Head Quarters are situated, where in all 1000 employees are working with the Corporation in the said various offices. To facilitate them, canteen facility is introduced on the basis of Agreement which took place between the management and the employees. Now a days, it is a part of modern era to provide such facilities to the workers working to update them and to encourage them to work calmly, quietly and with all force and for that, furniture, place and funds were provided by the Corporation. Since it is one of the part of the Corporation, the employees working in the said cooperative canteen are also employees of the Corporation. However, it is not considered by the Corporation. Even decision taken regarding canteen employees in LIC by the Apex Court while deciding the case of Parimal Chandra Raha and Ors. Vs. Life Insurance Corporation of India and Ors. was placed to consider as a guideline and requested to follow the same analogy to the workers working in the said cooperative canteen but was not accepted. In fact in same set of facts above decision was given by the Apex Court. This is disputed by the 1st party Corporation stating that, the employees of the canteen cannot be the employees of the Corporation and they cannot attract the benefits applicable to the employees of the Corporation. Space and funds are provided only for the purpose of convenience as this canteen is run by the Contractor. There is an agreement to that effect and on the basis of the same, said canteen in question is run to provide facilities to the staff working in the Corporation's Yogakshema Building.

9. To support that, Union filed affidavit of G. B. Kadam at Exhibit 15 which narrate all including working of canteen and tried to point out how canteen was introduced and how it is essential. He tried to point out that, the workers working in the canteen should be employees of the Corporation and stated that, the demand of the workers is just and proper and require to consider. This witness was cross-examined by the 1st Party's representative and this witness says like this in the cross :

“12 : It is correct LIC employees Cooperative Canteen functions as per the two agreements, filed with list Ex-14/16. Canteen Committee is formed by the members of the Co-op. Society. LIC Managements' 3 representatives are on the said committee. Canteen Committee looks after day to day transactions of the canteen. It is correct, this Advisory Committee does not take part in day to day transactions of the canteen. It is correct LIC Mgmt. provides facilities to the LIC Canteen like space, water etc. as mentioned in the agreement. Co-op. Canteen Management Committee decides the strength of staff of the canteen, and to prepare day to day menu. It is correct there is no procedure for recruiting the staff in Canteen. It is correct timing of staff of Canteen is not fixed and it has no concern with timing of LIC office. Society pay wages to the canteen staff. P.F. of the canteen employees is deposited in P.F. Commissions office. Our Society has no concern in any manner with LIC Management. We take decision in connection with the staff. It is correct LIC Management suggest us as to which dress should be of Canteen boys. It is correct LIC Management does not give us directions. LIC Management has no control over the Canteen.”

Besides this union has examined other witness for at Exhibit 17 who was also cross-examined by the representative of the 1st Party. In the cross of the said witness nothing reveals to note and treat as important to consider for anybody's side. Against that, 1st Party has examined Oliver D'Souza by filing his affidavit at Exhibit 21 who tried to state how employees of the said cooperative canteen cannot be staff of the Corporation. He also tried to point out that, canteen is introduced on the basis of the agreement. He states that the Contractor runs the canteen. He states that only space, furniture and funds are provided. He points out that Body is nominated which is regulating the activities of the canteen. Actual agreement took place with the Contractor and employees of the cooperative society with Contractor to run canteen. In that respect Corporation does not come in picture and does not put any condition or control the activities of the Cooperative Society as well as of the Contractor. He also tried to state that, Contractor engages his employees. The Corporation does not have any hand in the formation or administration of such a society. He states that Corporation is not concerned with the liabilities of the employees working in

the said cooperative canteen as they are employees of the Contractors. Since canteen is run by the employees of the Cooperative Society, agreement took place with the Contractor of the said Society to decide the terms and conditions and in what manner the canteen is to run. In the cross this witness states that, canteen facility is provided to all type of workers working with the Corporation. He admits that, two agreements took place in the year 1965 and 1972 between the management of LIC and the LIC Employees Co-operative Canteen Ltd. He admits that initially control of the Canteen was with the Central Office and thereafter it was assigned to Zonal Office. He states that, after 1996 there is no nominee of committee members from the LIC management.

10. Besides this evidence number of documents are produced by both with Exhibit 10 and Exhibit 18, including agreement dated 31st August, 1965 which introduced creation of canteen in respect of the 1st Party.

11. Both have submitted written submissions. 1st Party submitted its written submissions at Exhibit 24 whereas 2nd Party at Exhibit 23. In the said written submissions they reproduced their respective cases and case laws.

12. Here I think it is material to see the case of Parimal Chandra Raha and Ors. V/s. Life Insurance Corporation of India and Ors. which is the base of the reference. Copy of the said judgement is made available on the file by both.

13. While deciding the said case number of points were considered by the Apex Court and it tried to apply those while deciding relations of the canteen employees with the Corporation. Those points are as follows :

- (i) Where, as under the provisions of the Factories Act, it is statutorily obligatory on the employer to provide and maintain canteen for the use of the establishment and, therefore, the workers employed in such canteen are the employees of the management.
- (ii) Where, although it is not statutorily obligatory to provide a canteen, it is otherwise an obligation on the employer to provide a canteen, the canteen becomes a part of the establishment and the workers working in the canteen, the employees of the management. The obligation to provide a canteen has to be distinguished from the obligation to provide facilities to run canteen. The canteen run pursuant to the latter obligation, does not become a part of the establishment.
- (iii) The obligation to provide canteen may be explicit or implicit. Where the obligation is not explicitly accepted by or cast upon the employer either by an agreement or an award etc., it may be, inferred from the circumstances, and the provision of the

canteen may be held to have become a part of the service conditions of the employees. Whether the provisions for canteen services has become a part of the service conditions or not, is a question of fact to be determined on the facts and circumstances in each case.

Where to provide canteen service has become a part of the service conditions of the employees, the canteen becomes a part of the establishment and the workers in such canteen become the employees of the management.

(iv) Whether a particular facility or service has become implicitly a part of the service conditions of the employees or not, will depend, among others on the nature of service/facility, the contribution, the service in question makes to the efficiency of the employees and the establishment, whether the service is available as a matter of right to all the employees in their capacity as employees and nothing more, the number of employees employed in the establishment and the number of employees who avail of the service, the length of time for which the service has been continuously available, the hours during which it is available, the nature and character of management, the interest taken by the employer in providing, maintaining, supervising and controlling the service, the contribution made by the management in the form of infrastructure and funds for making the service available etc."

14. Besides, this the Apex Court while deciding relations of the canteen employees with the Corporation, it considered the facts of that case which are material and important. Here we have to see whether, in the said set of facts, the decision taken by the Apex Court can be applied in the instant case ? There 42 workmen were working in the canteens at four different offices in Calcutta. In 1985 they approached the Apex Court for certain reliefs by filing Writ Petition under Article 32 of the Constitution of India. The Apex Court directed them to approach the High Court so they approached the High Court under Article 226 of the Constitution of India. In the said writ petition they contended that, they are canteen employees of the Corporation and working in the canteen is managed by the Corporation. They further contended, they are employed in the canteens of the Corporation and some of them are there for decades, some are since the inception of the Corporation and are there others minimum of seven years and so on. They were holding the designations like Canteen General Manager, Canteen Manager-cum-Salesman, Kitchen Clerk, Canteen Clerk, Halwai, Assistant Halwai, Cook, Bearer, Wash-boy and Sweeper etc. They have stated that, they were paid at the rate much below the rate at which the canteen employees working under different

Government departmental canteens including those run by statutory Corporations and Railways are paid. They also contended that, Corporation provided facility of canteen for more than two decades and had become condition of service of the employees working with the Corporation. It was contended that, they were demanding pay scales which were not fixed. They were demanding scales on the principle of "equal pay for equal work" and requested to pay them as per the scale paid to other employees working in the canteens of different departments. Said Writ Petition was allowed by the Single Bench by order dated 27th September, 1989. Against that decision Corporation filed Letters Patent Appeal before Division Bench and the question of treating the employment of canteen employees with the services of the Corporation was considered with their pay scales. The said Writ Petition was objected by the Corporation. After hearing both the sides and referring number of judgments, produced by both, Division Bench confirmed the finding of the Single Bench and dismissed the Petition. While deciding the grievances of the Corporation Apex Court observed that, providing canteen services to its employees working in the office was accepted by the Corporation in the form of obligation and not as an undertaking given by it. It also provides facilities to run canteens such as premises, furniture, electricity, water etc. It reveals that, canteen services were available to the employees of the insurance which were later on merged with the Corporation in 1956. Between 1956 and 1973 the canteens were being managed by the Canteen Committees and between 1973 to 1979 they were managed by the Contractors appointed by the Corporation and in 1979, the management was taken over by the cooperative society of the employees. In 1981 there was an industrial dispute raised by the canteen workers both with the cooperative society and the Corporation and in the *conciliation* proceedings it is only Corporation which participated. From 1983 onwards the canteens were again managed by the contractors appointed by the Corporation with written agreements. The Central Government by letter dated 6th February, 1984 refusing reference of the dispute for adjudication to the Industrial Tribunal made it clear that, the demand raised by the canteen workers was both for increase of wages and for their absorption in the Corporation. Even Central Government refused to refer the dispute for adjudication regarding absorption of the canteen employees in the Corporation. All this reveals that, the Central Government has taken a stand that employees of the Canteen cannot be the employees of the corporation and are the employees of the Cooperative Society. There was contract dated 15th June, 1983 entered into between the Corporation and the Contractor. Whereas in our case which is at hand, there was contract between the Cooperative Society and the Contractor and not with the Corporation as happened in the above referred case. Besides, in the above referred case Corporation was

desirous to run the Canteen through the Contractor on the terms offered by the Corporation, whereas in the instant case terms and conditions were settled by the Society with the Contractor. In the above referred case Corporation had undertaken to provide space free of cost, special tables and chairs and other things to enable it to run the canteen whereas in the instant case it is not like that. There was an obligation on the part of the Contractor to maintain regular supply of quality food and on reasonable prices and the Committee was deciding the charges but in the instant case all those were controlled by it. Besides in the above referred case Divisional Office of the Corporation has reserved right to it or alter the terms and conditions of the contract whereas in the instant case, there is no contract between the canteen employees or with the Contractors with Corporation but there is a contract between the Society and the Contractor on the basis of which canteen was run. In the above referred case Corporation had reserved right to modify the terms of the contract whereas in the instant case as stated above, no scope was with the Corporation to make any change in the contract as the Contractor did not step in the canteen as per agreement between the Society and Corporation and Contractor. Contractor runs it as per the contract which take places between the Contractor and the Cooperative Society. In the instant case Cooperative Society is controlling the canteen activities whereas in the above referred case Corporation was having scope and right and hand to interfere and control the activities of the Canteen.

15. So considering the case of *Parimal Chandra Raha and ors Vs Life Insurance Corporation of India and ors*, published in 1995 II LLJ p. 339 which was the base or request of reference and which was requested to apply in treating employees of the canteen as employees of the Corporation we find that that, fact of that case are similar except canteen in Corporation. It is not pointed out how various categories of canteen employees can be covered by recruitment rules of Corporation ? How they can be recruited ? How they can be protected ? How they can be equated with other Corporation employees ?

16. All this does not permit me to observe that, ratio in *Parimal Chandra Raha and ors Vs Life Insurance Corporation of India and ors*, published in 1995 II LLJ p. 339, is applicable to the members of the Union who are canteen employees. So I answer the above Issues to that effect and passes the following order :

ORDER

- Reference is rejected;
- in the circumstances, there is no order as to its costs.

Mumbai,
1st August, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4278.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चौगुल एंड कं. लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण सं. 2, के पंचाट (संदर्भ संख्या सी.जी.आई.टी. 2/45/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था ।

[सं. एल-29012/167/1998-आई आर (विविध)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4278.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT No. 2/45/99) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chowgule & Company Limited and their workman, which was received by the Central Government on 17-10-2006.

[No. L-29012/167/1998-IR (M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

A. A. Lad, Presiding Officer

Reference No. CGIT-2/45 of 1999

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

M/S. CHOWGULE & COMPANY LTD.

M/s. Chowgule & Company Ltd.
Chowgule House, Mormugao Harbour,
Goa-403803.

AND

THEIR WORKMEN

Chowgule Employees Union,
P.O. Box No. 90, Vasco-da-gama,
Goa-403803.

APPEARANCE:

For the Employer : Mr. R.N. Shah, Advocate.

For the Workmen : Mr. V.A. Pai, Advocate.

Date of reserving Award : 28th June, 2006.

Date of passing of Award : 3rd August, 2006.

AWARD-II

1. The Government of India, Ministry of Labour by its Order No. L-29012/167/98-IR (M) dated 10th February, 1999 in exercise of the powers conferred by clause (d) of

sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s. Chowgule and Company Limited, Goa, in dismissing Shri Subash G. Velvoikar, Operator, from the services w.e.f. 30th March, 1998 is legal and justified ? If not, to what relief the workman is entitled ?”

2. Workman Velvoikar was in the employment of the management company. He was working as Operator. By Statement of Claim (Exhibit 6) Union tended that the workman had put about 24 years service and he was Vice President of the Union. He was charge sheeted on 9th May, 1996 for the allegation that he misbehaved with his co-worker Shri Maruti Desai by going to his quarter No. 4 in Pale Mines Colony and there he beat and abused, threatened him concerning to his life, and on that count, he was suspended by the order dated 24th April, 1996. It is pleaded that the inquiry conducted against the workman was not fair and proper and the findings are perverse. It is contended as per standing order clause 21 inquiry of the employee of the company is to be conducted by officer of the company not connected with the happenings or reporting of happenings. However, inquiry in connection with workman was conducted by the outsider who was an advocate which is contrary, to the standing orders and therefore inquiry is illegal. It is pleaded that, workman had not lodged a complaint with police however Mr. Desai lodged complaint about the incident. It is contended, workman being an Union activist with vindictive attitude inquiry was conducted and that based on the findings company dismissed him. Consequently since inquiry vitiates, be set aside.

3. Management company resisted the claim of workman by filing Written Statement (Exhibit 7) contending that on 24th April, 1996 at about 19.30 hrs. workman entering in the workers colony assaulted co-worker Maruti Desai and threatened him of dire consequences and that this misbehaviour amounts 'misconduct' hence he was charge sheeted and pending that he was suspended. It is contended that inquiry was held by an independent inquiry officer and that giving sufficient opportunity inquiry officer found the charges proved and based on the findings, workman was dismissed from the service vide letter 30th March, 1998. It is pleaded inquiry being fair and proper does not vitiate and therefore the claim of union being devoid of substance, be dismissed with costs.

4. On the basis of the contentions taken by both parties, issues were framed at Exhibit 10 by my Ld. Predecessor. Out of these Issues, Issue Nos. 1 and 2 regarding fairness of the enquiry and perversity of findings were treated and decided as a preliminary issues by passing Award dated 21st February, 2003 in which enquiry was declared fair, proper and finding not perverse. Now, for remaining Issues i.e. Issue Nos. 3 and 4 reference is before

this Tribunal. In its second round which is particularly for deciding quantum of punishment and whether 2nd Party can secure any relief ? Those issues are answered as follows :

Issue	Finding
3. Whether the action of the management in dismissing Shri Subash C. Velvoikar, Operator from the services w.e.f. 30-3-98 is legal and justified ?	Yes
4. If not, what relief the workman is entitled to ?	Does Not survive

REASONS :

Issue Nos. 3 and 4 :

5. Now reference is taken about remaining two Issues viz. on quantum of punishment and relief, if any, workman can get. Both parties decided not to lead any fresh evidence and filed purshis accordingly at Exhibits 47 and 48 respectively i.e. by 2nd Party at Exhibit 47 and by 1st Party at Exhibit 48.

6. So evidence before this Tribunal is the evidence which was before my Ld. Predecessor who considered while deciding Issues i.e. Issue of fairness of enquiry and perversity of finding. Mainly evidence of enquiry i.e. copies of enquiry proceeding is on record, on the basis of which Ld. Advocate for the 2nd party Mr. Pai vehemently submit that the circumstances and the context in which alleged beating took place, require to be considered. According to him, the workman was the Vice President of the union at the relevant time. During that period one more Union was introduced. There was a rivalry between two Unions and in that set of background, alleged incident of beating took place. He submits that union workers may go at any length and that background one cannot ignore while assessing the evidence lead on the charges leveled against concerned workman. Placing reliance on page No. 4 of the enquiry proceedings he submits that witness in the enquiry narrated the injury on the person of the victim. However, victim who is examined at page 34 of inquiry does not explain regarding incident and support the deposition of witness on the point of inquiry caused who narrated and who was not an eye witness. Besides, it is submitted that the wife of the victim was the only eye witness. There is much contradiction in the evidence of the eye witness and the witness of the Management and to support that he placed reliance on the citation published in 1990 I CLR page 815 [Alliance Mills (Lessees) Pvt. Ltd. v/s State of West Bengal & Ors.] 1996 FJR (27) page 232 (SC); Hind Construction & Engineering Co. Ltd. V/s Their Workmen, 1951 I LLJ page 184 (Elgin Mills Co. Ltd. Kanpur and The Suti Mill Mazdoor Union, Kanpur), and copy of judgment in Criminal Appeal Nos. 41 and 46 of 2002 (Subhash Ganesh Velvoikar V/s State and

Pandurang @ Pandu Hari Gawde V/s State). Whereas the Ld. Advocate for the 1st party Shri Shah submits that, when enquiry was held fair and proper under Section 11(a), this Tribunal cannot sit as an appellate authority on the quantum of punishment and encroach in as it was an administrative decision taken by the Disciplinary Authority. Besides he submits that there is sufficient evidence which prove the charges leveled against 2nd Party workman, charges were of serious nature against the concerned workman who committed house trespass and assaulted victim and threatened to throw him out from his house, from the second floor. Complaint was lodged by the victim. All this reveals that it was serious act. Enquiry was conducted. Finding was given by the Enquiry Officer. Relying on it Disciplinary Authority took decision of dismissal which is just and proper in said set of circumstances. He submits that it is not necessary to see in what circumstances the incident took place of giving beating to the victim. It has no relevancy in which circumstances it took place. It is different that if such incident took place in protecting himself as right of private defence. But by committing house trespass and assaulting person sitting there definitely is not a simple act as presumed by the Ld. Advocate for the 2nd Party. According to him, when enquiry officer observed it and when inquiry is held fair and proper and finding not perverse, he submits that, the Tribunal sitting under Section 11 (a) cannot interfere in the punishment and to support that he placed reliance on the citations submitted alongwith list of case laws viz. Bharat Heavy Electricals Ltd. V/s. C. Reddy & Ors. (2005(I) CLR Page 959, Madhya Pradesh Electrical Board V/s. Jagdish Chandra Sharma [2005 (I), CLR p. 1074, USV Ltd. V/s. Maharashtra General Kamgar Union and Anr.] 1997 (II) page 312, Bharat Iron Works V/s. Bhagubhai (1976 LAB. I. C. page 4) V. Ramana V/s. A.P. St. Road Transport (2005 III CLR page 410), TNCS V/s. K. Meerabai [2006 SCC (L&S page 265), Hombe Gowda Edn. Trust V/s. State of Karnataka (2006) FLR p. 584].

7. As stated above this is second round of litigation. No additional evidence is led by both. Enquiry proceeding is placed on record in the form of copy of it. If we peruse the enquiry proceedings as referred by the Advocate for the 2nd Party, we find, enquiry proceeding is from page 1 to 113 of Exhibit 8. It is pertinent to note that, Desai was the victim, who was allegedly beaten by the 2nd Party Workman. The incident took place on 24th April, 1996. Desai in the inquiry states that, after completing his day work on 24th April, 1996, when he was in the general shift, went to his quarter. At about 7.30 p.m. on that day, he heard noise of knocking his door. On that he asked his wife to open it and when his wife opened it the concerned Workman was seen by his wife standing in front of his door. He was shouting loudly and was calling the victim Maruti to come out. That time his son was present who advised his father not to go out. However, he called out Maruti, the victim. That time victim was wearing banian

and underwear. When victim, Maruti, came out 2nd Party workman caught hold of his banian and banged his head on the wall. Then he shouted at him and uttered that, you are doing majority and gave 4-5 slaps on his left ear. His wife and children tried to interfere in the beating but he did not bother it. Again he caught hold victim, Maruti and pushed him to the wall and threatened him that he will throw him out from the second floor. Listening that, victim went inside wore his pant and challenged 2nd Party to throw him out. Hearing that, 2nd Party decided to leave the place and while going he threatened that, he will see him tomorrow. So this is in short the verbatim statement of the victim Maruti record at page 14 of the enquiry proceedings. The said statement of Maruti is from page 13 to 24. When victim was cross-examined by 2nd party's representative, it came on record that, wife of the victim was in the house. She was an eye witness. The cross of the victim which runs from pages 16 to 24 does not bring any contradiction and admissions from the victim to disbelieve him which contradict the story of beating as suggested in the arguments by 2nd party's Advocate Mr. Pai. On the contrary, the cross of this victim which is about 9 pages does not create any doubt regarding the alleged incident of beating. Before that, management had examined one witness before the Enquiry Officer by name Gaitonde who in fact is not an eye witness, but in his presence victim Desai informed about the incident dated 24th April, 1996 regarding alleged beating given by 2nd party workman. The Ld. Advocate for the 2nd party tried to submit that, deposition of Gaitonde described number of injuries like injury of neck etc. However, the concerned victim Desai does not refer the injury of neck and submit that, there is contradiction and as such evidence of Gaitonde and evidence of Desai are contradictory, hence, the case of the Management cannot be accepted as it is. It is to be noted that, we are not sitting to decide the fairness of the enquiry and perversity of the finding at this stage. At the most this argument can suit on the point of perversity of the finding but at this juncture it does not suit since my predecessor has observed enquiry fair and proper and finding not perverse which is not challenged by the 2nd Party till this moment. Besides, if we peruse other evidence we find, said act cannot be looked into as evidence recorded in the Criminal case. Since Enquiry Officer did not act as Criminal Court, the capital made by the 2nd Party's Advocate that contradictions are proved has no meaning and does not give any benefit at this stage to the 2nd Party Workman. It is to be noted that, 2nd Party's Advocate Mr. Pai has rather conveniently ignoring the observations of this Tribunal regarding finding not perverse and that the enquiry was fair and proper. But according to him that, cannot be kept aside as the decision taken by the Disciplinary Authority was on the basis of the finding of the enquiry officer. This Tribunal at this stage only can see whether the punishment awarded of dismissal is proportionate or otherwise compare with the charges proved against 2nd Party. So the number

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of citations referred by 2nd Party's Advocate does not help him in observing punishment is not just and proper or it is shockingly disproportionate. It is pertinent to note that, incident of beating is the main cause behind proceeding against the 2nd Party Workman. It is to be noted that, colleague of 2nd Party was allegedly beaten by 2nd Party Workman. On the basis of it disciplinary enquiry was initiated. 2nd Party participated in it. Finding was given by the Enquiry Officer holding him guilty of the said charges. Relying on that, punishment of dismissal was awarded. So that, does not disprove that, there was no beating and it was not done by the concerned Workman. When it was beating which was the incident behind initiating the enquiry against the 2nd Party Workman, for which he was responsible and that one has to see in the context of the punishment awarded to him.

8. As rightly pointed out by the Advocate for the 1st Party that, this Tribunal, cannot interfere with the decision of the Disciplinary Authority, sitting for adjudication under Section 11(a) of the Industrial Disputes Act, 1947, still I am not in full agreement with his arguments because, the Tribunal sitting under Section 11(a) is not absolutely estopped in checking the punishment awarded on such proved charges. Number of citations referred by him published in 2005 I CLR page 959 SC (Bharat Heavy Electricals Ltd. V/s. M. Chandrasekhar Reddy & Ors.) where Labour Court wrongly exercised its jurisdiction under Section 11-A to alter or reduce the punishment in view of the findings recorded in the domestic enquiry which was held fair and proper. When the misconduct was held proved and when such a workman lost confidence of the Management in that case such an alteration in punishment is observed wrong as observed in the case referred (supra) Bharat Heavy Electricals Ltd. V/s. M. Chandrasekhar Reddy & Ors. In that case there was transaction of mortgage of property involved and some changes were made by the concerned Workman and while considering that, it was observed like that. In our case it is purely criminal act where question of losing confidence does not arise. Here allegations were that, the concerned workman beat the victim and the enquiry was initiated regarding that. Another citation referred by 1st party's Advocate published in 2005(I) CLR page 1074 and citation published in 2006 (108) FLR page 584 are regarding beating given to superiors but in our case beating was given to the co-worker. Another citation published in 2005 III CLR page 410, at the most can help 1st Party in saying that, the Tribunal cannot interfere unless decision is administrative decision and it was illogical or which suffers from procedural impropriety or was shocking to the conscience of the Court then in that case the Court can interfere with the punishment while adjudicating under Section 11(a) of the Industrial Act, 1947. Definitely the punishment awarded of dismissal in the present setup of the grounds cannot be treated as illogical or shockingly disproportionate. So I am of the view that, in

that case this Tribunal cannot interfere and/or alter or amend the punishment. It is to be noted that, victim was beaten by the 2nd Party after visiting his house. Second Party knocked the door and ask victim Desai to come out and beat the victim. Even 2nd party did not bother the interference of wife of victim and it is to be noted that, all this took place in the wake up of formation of other Union in the establishment of the 1st party. When all such things took place and when 2nd Party crosses all limits and goes upto that level and loss patients and behaved like anything how assurance can be presumed about his future behaviour which cannot cause any disturbance to other workers ? When there was no guarantee and when such behaviour of the 2nd Party affect on other employees of the 1st Party, in my considered view the decision taken by the 1st Party in keeping 2nd Party out of employment in my considered view, cannot be observed as shockingly disproportionate.

9. Considering all that coupled with the circumstances in which the alleged incident took place and in the said set of circumstances the concerned workman's behaviour behaved which is proved by the 1st party, I conclude that, interference of this Tribunal u/section 11(a) of Industrial Disputes Act, 1947 does not invite. So I answer this issue to that effect and observed that, punishment awarded is just and proper. Hence, the order :

Order

Reference is rejected with no order as to its costs.

Mumbai,
3rd August, 2006.

A.A. LAD, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4279.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2 के पंचाट (संदर्भ संख्या सी.जी.आई.टी-2/17/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था।

[सं. एल-31012/9/94-आई आर (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4279.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT-2/17/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 17-10-2006.

[No. L-31012/9/94-IR (M)]
B.M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

PRESENT:

A. A. Lad, Presiding Officer

Reference No. CGIT-2/17 of 2000

**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF**

Bombay Port Trust

The Chairman, Bombay Port Trust,
Administrative Offices Building,
Shoorji Vallabhdas Marg,
Bombay-400038.

AND

Their Workmen

The Joint Secretary, BPT General Workers Union,
1st Floor, Kavarana Building,
26, P. D'Mellow Road,
Bombay-400009.
(Ahmed Umer Chogle)

APPEARANCE :

For the Employer : Mr. M. B. Anchan,
Advocate,

For the Workmen : Mr. H. T. Ameta,
Advocate.

Date of reserving Award : 10th July, 2006.

Date of passing of Award : 22nd August, 2006.

AWARD

1. The Government of India, Ministry of labour by its Order No. L-31012/9/94-IR (Misc) dated 3rd February, 2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the demand of BPT General Workers Union for changing the date of birth of Shri Ahmed Umer Chogle from 9-5-1934 to 14-9-36 on the basis of Birth Registry Extract produced by him is justified ? If so, to what relief the workman is entitled ?”

2. To support the subject matter involved in the reference, 2nd Party Workman filed Statement of Claim at Exhibit 5 contending and stating that, 2nd Party Workman joined 1st Party on 16th September, 1955 and served there till 1st June, 1992. He retired at the age of 58 years. According to 2nd Party Workman he ought to have been retired by the 1st Party in accordance with the Birth Registry Extract submitted by the 2nd Party Workman which

calculates his date of his retirement on 1st October, 1994 instead of May, 1992. Initially 2nd Party Workman submitted his School Leaving Certificate for birth date. When 2nd Party Workman was to take Domicile Certificate for his son, the concerned officer asked him to have his own domicile first and then come for domicile certificate for his son. While getting his own Domicile Certificate he learnt that his birth date was mentioned as 14th September, 1936 in his Birth Registry Extract. He brought that certificate to the notice of the 1st Party by application 27th February, 1991 with a request to rectify his birth date from 9-5-1934 to 14-9-1936. Said request was not considered by 1st Party and his application was rejected informing the 2nd Party Workman vide letter dated 31st October, 1991 informing 2nd Party Workman just at the fag end of retirement that, the said change cannot be carried out in the service record of the concerned workman.

3. This dispute was raised by the 2nd Party Workman, through Union, with the Labour Commissioner, Central Government. It was not settled. So failure report was submitted. So he prayed to correct his birth date, as 14th September, 1936 from 9th May, 1934 and permit him to get benefit of it with wages of said period alongwith the interest.

4. This claim of the 2nd Party Workman is disputed by the 1st Party by filing written statement at Exhibit 8 stating and contending that on the basis of School Leaving Certificate produced by the 2nd Party Workman, birth date was mentioned in the service record and accordingly he was retired properly on attaining the age of 58 years which is the age of retirement of the employees working with 1st Party, after completion of 58 years relying on the birth date as 9th May, 1934, 2nd Party Workman was retired. The prayer made by the 2nd Party Workman to correct his date of birth is not just and proper and it was prayed at the fag end of his retirement. The information submitted by 2nd Party Workman regarding his birth date was on the basis of School Leaving Certificate. So the prayer of the 2nd Party Workman to change his birth date with the Birth Registry Extract cannot be considered at this age.

5. In view of the above pleadings my Ld. Predecessor framed the following Issues at Exhibit 14 which I answer as follows :

ISSUES	FINDINGS
1. Whether the demand of the B. P. T. General Workers Union for changing the date of birth of Shri Ahmed Umer Chogle from 9-5-1934 to 14-9-1936 is legal and proper ?	NO
2. Whether the Management is justified in retiring Shri A. U. Chogle from 1-6-1992 ?	YES
3. What relief Shri Chogle is entitled to ?	Does not survive.

REASONS

ISSUE NOS. 1 to 3 :

6. To support the claim of the 2nd Party that, his real birth date was 14th September, 1936 and not 9th May, 1934 as mentioned in the School Leaving Certificate and maintained by the 1st Party in his service record, he places his reliance on his affidavits filed at Exhibits 15, and affidavit of Secretary at Exhibit 17 and evidence of Pathak at Exhibit 38 as well as of Amle at Exhibit 42. Whereas 1st Party placed reliance on the evidence placed on record in the form of an affidavit at Exhibit 44. 2nd Party submitted written submissions at Exhibit 49 whereas 1st Party filed at Exhibit 48 referring copy of citations alongwith their written submissions.

7. From the evidence placed on record by both if we peruse evidence of the 2nd Party which is recorded at Exhibit 15 we find that, 2nd Party Workman admits that at the time of employment he gave School Leaving Certificate which bears his date of birth as 9th May, 1934. He admits that as per that he retired on attaining the age of 58 years. Lastly he states that he applied for correction and on 27th February, 1991 he was informed by 1st Party on 31st October, 1991 that, the said change cannot be carried out. As far as other evidence submitted by both does not reflect any light on the issue involved in this reference.

8. So it is a matter of record that on the basis of the School Leaving Certificate birth date of the 2nd party Workman was recorded by the 1st party in service record of 2nd party Workman as 9th May, 1934. When it was in the School Leaving Certificate it was acted upon by 2nd party Workman as well as by 1st party. The story put up by the 2nd party Workman that when he was tried to get domicile certificate for his son, he noted that, his date of birth was 14th September, 1938. As far as this portion of facts are concerned no evidence on this is proved to support it. It is not disclosed by 2nd party which was the source to record such a birth date in the birth extract of the 2nd Party Workman ? So the other question arises if at all it was recorded like that then how 2nd party was not knowing that and why he observed silent till the age of his retirement ? These questions are not explained by the 2nd Party. Besides the story put up by the 2nd Party that, he was asked to take his domicile before taking the domicile certificate for his son is not supported by any evidence. Merely because his birth date was 14th September, 1936 in birth extract registry and when he and 1st Party acted upon birth date mentioned in the School Leaving Certificate, question arises which has sanctity ?

9. To meet out this contingency the copy of citations referred by the 2nd party with, list which is produced at Exhibit 51, we will find it itself reflect in what way said can be read. The copy of citation published in 1989 MLJ page 773 (Sukhdev Chokha Wagmare V/s. Trustees of Bombay

Port Trust and Ors.) reveals that employer has to accept the School Leaving Certificate to read the birth date of the concerned employee, though it does not focus on other points like birth place, documents and other particulars. But here contrary prayer is prayed where he is asking not to rely on the School Leaving Certificate and requesting to rely on birth extract which is produced by 2nd Party Workman as by that he will get some more period to work. Another, copy of judgment in Writ Petition No. 2193 of 1985 also reveals that, School Leaving Certificate has more sanguinity on the point of birth date than any other document. Same view is taken by my Ld. Predecessor while deciding CGIT-2/13 of 1992 and it reveals from copy of which is produced by the 2nd Party Workman. When said judgments are relied upon by 2nd Party Workman's Advocate, which are focussing on School Leaving Certificate to read it in correct manner the date of birth, in my considered view how School Leaving Certificate involved in this case can be ignored to suit the purpose of the 2nd Party Workman? It is a matter of record that the birth date extract is showing different date than the birth date shown in the School Leaving Certificate and when actually 2nd Party acted upon. He produced it with 1st Party and when he learnt that, it curtail its service period he woke up and applied to change his birth date from 9th May, 1934 to 14th September, 1936.

10. So if we consider all this coupled with the documents on which 2nd Party is relying and requesting not to rely on his School Leaving Certificate and which is declared and observed by various Courts referred above as good peace of evidence on that point. I am of the view that, different view cannot be taken to suit the purpose of the 2nd Party to allow him to get the benefit of the birth date mentioned in the birth extract registry. The real dispute regarding counting of service period of 2nd Party relying on the birth date mentioned in the School Leaving Certificate. Only grievance of the 2nd Party is that, birth date mentioned in the birth extract registry should be relied upon instead of birth date mentioned in the School Leaving Certificate.

11. So all this does not permit me to read the birth date mentioned in the birth extract registry and ignore birth date mentioned in the School Leaving Certificate which was relied by the 2nd Party and recorded with 1st Party in counting his service period. So I answer this issue to that effect and passing the following order :

ORDER

- (a) reference is rejected;
- (b) no order as to its costs.

Mumbai,
22nd August, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4280.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चौगुल एण्ड कं. लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2 के पंचाट (संदर्भ संख्या सी.जी.आई. टी.2/91/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था।

[सं. एल-29012/56/2000-आई आर (विविध)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4280.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT No. 2/91/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chowgule & Co. Ltd. and their workman, which was received by the Central Government on 17-10-2006.

[No. L-29012/56/2000-IR (M)]
B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT

A.A. Lad, Presiding Officer

Reference No. CGIT-2/91 of 2000

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF

M/S. CHOWGULE & COMPANY LTD.

M/s. Chowgule & Company Ltd.
The Managing Director,
Chowgule House, Mormugao Harbour,
Goa 403803

AND

THEIR WORKMEN

Chowgule Employees Union,
The General Secretary,
P.O. Box No. 90,
Vasco-da-gama, Goa 403803.

APPEARANCE:

For the Employer : Mr. R.N. Shah, Advocate.

For the Employee : Mr. V.A. Pai, Advocate.

Date of reserving the Award : 29th June, 2006.

Date of passing of the Award : 4th August, 2006.

AWARD PART-II

1. The Government of India, Ministry of labour by its Order No. L-29012/56/2000-IR (M) dated 20th September, 2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s. Chowgule & Co. Ltd., Goa, in dismissing Shri Joseph Antony, Operator working at their Pale Mines w.e.f. 14-8-1997 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. Workman Shri Joseph Antony was in the employment of the Company as Operator. It is contended that workman participated in the strike in the year 1995 and therefore company started harassing him and in that process he was asked to operate the machine Wheel Loader which he declined since he was not required to do so. He requested to assign any other job other than operating Hitachi/Piclain, and that the Wheel Loader is required to be operated by trained workers and that he was not given training to that effect. He contended that, consequently he was chargesheeted on 11th June, 1996 alleging he refused to operate the Wheel Loader machine on 31st March, 1996, 2nd March, 1996, 2nd May, 1996, 10th May, 1996 amounting to misconduct. It is averred that, to victimize the workman company appointed Advocate Shri Gaikwad an outsider to hold an inquiry against him. The said inquiry officer to find him guilty, recorded the findings declaring charges were proved and based on that, he was dismissed by the Disciplinary Authority with effect from 14th August, 1997. It is pleaded that, as per clause 21 of the Standing Orders, inquiry is to be conducted by the officer of the company. However inquiry was conducted not by an officer but by an outsider which is contrary to the rules and therefore the inquiry vitiates. It is pleaded that, the findings not based on the evidence and therefore perverse.

3. Management Company resisted the claim of workman by filing Written Statement (Exhibit 12) contending that the inquiry was fair and proper and the findings are not perverse. It is pleaded that considering the serious and grave misconduct done on the part of the workman on disregard and disobedience of orders was chargesheeted vide letter dated 11th June, 1996 and that the inquiry officer found him guilty by his report and based on the report, since workman committed misconduct he was dismissed from 14th August, 1997. It is contended that inquiry does not vitiate and therefore the claim of the workman be dismissed with costs.

4. On the basis of pleadings preliminary issues were framed at Exhibit 16 treating issue of inquiry and finding of

it as preliminary and in that context workman Joseph Antony filed affidavit in lieu of Examination in Chief (Exhibit-22) and closed oral evidence vide purshis (Exhibit 23). In rebuttal, inquiry officer Mr. Gaikwad filed affidavit (Exhibit 24) and the Management relying on the oral evidence of Sinha recorded (in CGIT-2/45/99 Exhibit 27) closed oral evidence vide purshis (Exhibit 25/26). On that those issues were decided passing an Award Part I.

5. No, Issue Nos. 3 and 4 are taken for consideration at this stage which are on the point of quantum of punishment. I answer those as follows :

Issue	Finding
3. Whether the action of the Management of M/s. Chowgule & Co. Ltd., Goa in dismissing Shri Joseph Antony, Operator, working at their Pale Mines w.e.f. 14-8-97 is legal and justified ?	No
4. What relief the workman is entitled ?	He is entitled to reinstatement with continuity of service but with no backwages

REASONS :

Issue Nos. 3 and 4 :

6. This second round of litigation where issue of quantum of punishment is under consideration. Initially my Predecessor observed enquiry fair and proper and finding not perverse. When reference was kept for recording evidence on quantum of punishment both chose not to lead any evidence and have filed purshis, at Exhibits 44 and 45 respectively.

7. So, before this Court is the evidence which was recorded by my Ld. Predecessor while answering Issue Nos. 1 and 2 and the copy of enquiry proceedings placed on record filed with Exhibit 17.

8. This reveals that 2nd Party workman by name Joseph Antony was in the employment of the 1st party for last 31 years. He received charge sheet dated 11th June, 1996, though he received promotion in 1987 and was placed in Grade IX. He was entrusted work of operating Excavator Hitachi Poclain. The workman was given training to operate these machines. Accordingly he was operating Excavator Hitachi or Poclain machine from 1987. Except these two machines, he did not operate any other machine. But in the year 1995, there was strike in the Company, in which he participated. Said was called off, and on that Company started harassing the members of the union. As a part of it when new machines were introduced, and as part of revenge, 1st Party directed this workman to operate machine called as Wheel Loader Model 1991. The workman expressed inability to operate it saying that, he had no

experience and knowledge to operate such machines. This type of reply was made by him on 3 occasions but it was not considered by the 1st party and he was asked to operate it from time and again the machine called as Wheel Loader. Looking that, workman was pressing to have training to work on such a machine, show cause notice dated 1st April, 1996 was given and in that, he was directed to operate Wheel Loader. Again on 2nd May, 1996 he was directed to operate Wheel Loader. On 10th May, 1996 again workman requested to have training of such a machine. Enquiry was conducted from 11th July, 1996 and was concluded on 13th February, 1997. According to workman said enquiry was not conducted under the Standing Orders applicable to him and 1st party. It is a matter of record that, this workman was having no experience and have no experience to operate such a Wheel Loader machine and was a simple prayer to give training so that he can operate it easily avoiding any mishap while operating it. Still order was given to operate such a machine which he refused and 1st party treated it as an insubordination of the orders of superior, issued Show Cause notice, served chargesheet, conducted enquiry and observed 2nd party guilty of the charges of misconduct, observing that, he did not obey the orders of the superiors. According to 2nd party's Advocate, simple prayer of the 2nd party to give training to operate machine which he did not operate, was not liked by 1st Party. Even it is not the case of the 1st Party that, the 2nd Party was having experience to operate such a machine. But only to take revenge, 1st party ordered 2nd party to operate it and 2nd party leniently requested to have training to operate such a machine. Said request was taken by the 1st party in different way and treated it as insubordination and on that, punishment of dismissal was given by the 1st party.

9. Whereas 1st Party's Advocate submit that, this workman was having experience to operate machine. It is not that there is difference between the earlier machine operated by the 2nd party and the new machine which he has to operate is Wheel Loader. System is the same in running the machine. Just to create problem in the working, 2nd Party purposely raised point of training on Wheel Loader machine. There is no difference in running Hitachi or Poclain and Wheel loader machine which was asked by 1st party to operate. The purpose of 2nd party in asking for training of Wheel Operator was, just to disobey the orders of the superiors and to sit idle without work. Said is proved by 1st Party by holding enquiry, where 2nd party participated. Said enquiry was challenged by 2nd party but Tribunal by passing part I Award observed it is just, fair and proper and was conducted as per principles of natural justice. It also observed finding not perverse. So it is submitted that, the punishment of dismissal given to such type of workers must be observed just and adequate and does not require any interference in it.

10. Here it is a matter of record that initially 2nd Party workman was operating Hitachi or Poclain Excavator.

It is a matter of record that he was asked to operate wheel Loader on 31st March, 1996. Regarding work of the 2nd party, in the enquiry proceedings we find question at page 31 which reads like this :

Q: Was there any case which you have come across of Mr. Joseph Anthony's refusal to operate any unit ?

A. Not before March 31, 1996.

It came in the inquiry that, he was operating Model of CAT-B 48-17. It is brought on record that, Wheel Loader CAT is latest model of the Company. It is also brought on record that, earlier the engine was of less H.P. i.e. of 30 H.P. The tyre size is bigger than new model and Operator's Cabin is provided in the new model. It is also brought on record that, 2nd Party was not given training of new model in the year 1991 when he was asked to operate the new machine. It was also brought on record that, one has to take care of safety. It is also brought on record, what is difference between the old Wheel Loader and new Wheel Loader and it enlighten that new Unit are having indicators in the form of light which was not in old machines. In detail it is brought on record by 1st Party to show that there is no difficulty to operate new machine as the employee like 2nd Party who has experience to run old one can run new machine. So admittedly problem was with 2nd Party that he was having no knowledge of operating new machine and 1st Party was compelling 2nd Party to operate it.

11. In this situation question arises whether this type of expectation or one may force to run new machine is just and proper and if employee refuses to do without experience to run such a machine is whether just and proper ? In my considered view, denying to operate such a machine which is sophisticated cannot be called as insubordination as observed by the Enquiry Officer holding him guilty for the charges. It may be that finding of the Enquiry Officer not perverse but the reason in punishing the 2nd Party observing that he disobeyed the order of the 1st party in operating new machine which is admittedly proved by 2nd Party that, he was denying as he had no experience to operate such a machine cannot be treated as misconduct. So here base of awarding punishment was refusal of the 2nd Party workman to operate new machine. As stated above, it is sufficiently proved by 2nd Party that he was having no knowledge to run and operate new machine. It is also brought on record that such a training was not given to the 2nd Party to run new machine. Besides, it is not clearly brought on record that old machine and new machines are of one and same or their technique is of similar type and there is no difference in operating those. On the contrary witness who is examined by the management is unable to distinguish modus operandi of and new machine.

12. If we generally look into the matter and go to the root of the dispute, we find, 1st Party was expecting from

2nd Party to operate new machine and 2nd Party was refusing on simple ground that he was having no experience to run it. If we consider said as it, is whether it can be observed as insubordination ? Admittedly no training was given to the 2nd Party of new machine. Admittedly it is not brought on record that similarity is there in operating old machine and new machine. Still it is pertinent to note that 1st Party is insisting on 2nd Party to operate new machine. Now, we know that, number of new equipment/machines are coming up which are sophisticated and having upto date technique in each, of the machine. If one does have any experience, it finds difficult to cope up with such a working of machine and to operate it. If that difficulty is expressed by any body, I think one must thank on it. Only because he do not show any courage to operate such a machine without any experience and when he had no knowledge, which may result in facing the danger. According to me, it was a simple expectation of 2nd Party to have training of new machine and it is a matter of record that such a training was not given to the 2nd Party. So I am of the view that expectation of the 2nd Party to give training was just and proper to have training of the new machine was his right. So that, he can operate it properly, knowing facilities available in the new machine to avoid mishap.

13. In this light citation referred by the 2nd Party's Advocate published in 1990 I CLR p. 815, the decision of Calcutta High Court while deciding the case of Alliance Mills (Lessees) Pvt. Ltd. V/s. State of West Bengal and Ors. observed that, Tribunal can exercise its powers and may reduce penalty to certain consideration. He submits that this observation helps this Tribunal to reduce the punishment given of dismissal which is capital punishment in the labour jurisprudence. He also placed reliance on the copy of citation published in 196 FJR (27) page 232, of Apex Court, and while deciding case of Hind Construction & Engineering Co. Ltd. V/s. Their Workmen it was observed that Tribunal has right to interfere in the punishment of dismissal. The punishment given is the indication of victimization of the workman. He also placed his hands on the copy of citation published in 1951 I LLJ page 184, the decision given in Elgin Mills Co. Ltd., Kanpur V/s. The Suti Mill Mazdoor Union, Kanpur where it is observed that, in exercise of powers lesser punishment can be given to the employee by the Tribunal by exercising its discretion.

14. According to me difficulty expressed by the 2nd Party that, he has no experience to run new machine and when he was expecting to have training to run new machine, in my considered view, that expectations cannot be treated as insubordination as observed by the 1st Party while dismissing the 2nd Party.

15. It is matter of record that, no other serious charge or offence is alleged against the 2nd Party. The only offence or charge alleged against the 2nd Party is of insubordination and that too he expressed that he has no experience to run

new machine and was expecting to have training on it, in my considered view that cannot be the reason to terminate the employee.

16. So in view of the discussion made above, I conclude that the punishment awarded on 2nd Party of dismissal is not just and proper and requires to set aside.

17. It is matter of record that 2nd Party is not in the employment of the 1st party after his dismissal and no specific prayer is made by the 2nd Party of back wages. No case is made out by him relating to his earning or financial problems faced after his termination. Even 1st Party is also silent on earning of 2nd Party. So in this situation I observed that 2nd Party should be reinstated if not crossed retirement age without any order of back wages. Hence, the order :

ORDER

- (1) Reference is allowed;
- (2) 1st Party is directed to reinstate 2nd Party with effect from 14th August, 1997 if not crossed retirement age and give benefit of continuity of service;
- (3) no order as to its costs.

Mumbai,

4th August, 2006

A. A. LAD, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेसा गोवा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-I के पंचाट (संदर्भ संख्या सी. जी. आई. टी. 31/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था।

[सं. एल-36012/3/96-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4281.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT 31/96) of the Central Government Industrial Tribunal/ Labour Court, No.-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sesa Goa and their workman, which was received by the Central Government on 17-10-2006.

[No. L-36012/3/96-IR (M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-31 of 1996

PARTIES:

Employers in relation to the management of
M/s. Sesa Goa Ltd.

And

Their workmen.

APPEARANCES:

For the Management : Mr. P. J. Kamath, Adv.

For the Union : Mr. Mirazdar, Adv.

State : Maharashtra

Mumbai dated the 25th day of September, 2006

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-36012/3/96-IR(M) dated 14-10-1996. The terms of reference given in the schedule are as follows :

“Whether the action of the management of the Director (Iron Ore), Sesa Goa Ltd., Goa in discharging from service Mr. Govind R. Gauns, Ex-heavy ‘AAA’ Driver Roll No. 64/2656 Land Transport, Codli Iron Ore Mines, Sangeum, Goa w.e.f. 1-6-1994 is justified ? If not, to what relief the workman is entitled to ?”

2. In the matter in hand, the Award Part-I was passed on 29-10-1999 by the then Presiding Officer of the Tribunal and it was held that the enquiry against the workman is fair and proper and is in accordance with the principle of natural justice. Since then the matter is lingering on for one reason or the other. It has come up before me for final arguments on 18-9-2006. The written arguments has been filed by the Company M/s. Sesa Goa Ltd. on 13-9-2006. The workman has filed the written submissions on 28-8-2006.

3. After holding the enquiry to be just and fair, the only point for determination in this reference remains to be considered is as to whether the punishment awarded to the workman is appropriate to the charges leveled against the workman vide chargesheet dt. 11-10-1993.

4. The learned counsel for the workman has submitted in his written submissions that the punishment of discharge

from service awarded to the workman is harsh and shockingly disproportionate to the gravity of misconduct. The reliance is being placed upon the law laid down by the Hon’ble Supreme Court in the case reported in 1998 (57) FLR 719 in between Scooter India Ltd. Lucknow V/s. Labour Court, Lucknow, 1995 II CLR 427 Bombay High Court, General Employees Union V/s. Ambassador Sky Chef and Others, 2002 LAB 1C (Bom H. C.) page 3916 in between Maharashtra General Kamgar Union V/s. G. L. Hotels Ltd. and Others, 2004 III CLR (Del. H. C. page 925 in between Municipal Corporation of Delhi V/s. Daulat Ram and Others, and 2004 III CLR (S. C.) page 557 in between Nicks (India) Tools V/s. Ram Surat and Another.

5. I have gone through the aforesaid rulings. The Hon’ble Supreme Court in the case of Scooter India Ltd. has adopted the reformative approach. The Hon’ble High Court of Bombay in the case of General Employees Union V/s. Ambassador Sky Chef. was held that the Tribunal has the powers to modify the quantum of punishment. In the case of Maharashtra General Kamgar Union V/s. G. L. Hotels, the Honourable Bombay High Court has held that it is the discretion of the Court/Tribunal to reinstate the workman with back wages in full or in part. In the case of Municipal Corporation of Delhi Vs. Daulatram the Hon’ble High Court of Delhi, did not find punishment of dismissal from service to be proper on account of mere loss of Rs. 776 only. Lastly, in the case of Nick (India) Tools Vs. Ram Surat the Hon’ble Supreme Court granted full back wages after reinstatement.

6. In the instant case since the workman has been found to be guilty for the charges, the question of reinstatement does not arise unless there are solid reasons for it. The workman has not explained as to what are the special reasons for which the punishment may be set aside and the workman may be reinstated with back wages. The power of this Tribunal to modify the punishment is not in dispute, since the Tribunal has got ample powers under Section 11-A of the Act to alter or modify the punishment. No doubt, the workman was granted promotions from time to time but that by itself does not mean that he is entitled for leniency. The gravity of the charge of misconduct is not diluted by any special circumstances. The Company was already considerate while awarding the punishment of discharge from service only instead of removal or dismissal from service. It cannot be said for any reason that the Company was doubtful in its mind in awarding the punishment to the workman as submitted in the written submissions. Further, I do not find any material on record, on the basis of which it may be inferred that the punishment of discharge from service is shocking and disproportionate to the guilt of the workman. I do not find any material on the basis of which it may be inferred that the workman has been victimized on account of his participation in the Union. The service record of the workman goes to show that the workman was awarded the punishment of four days

suspension on the basis of the chargesheet dt. 15-3-1984 for negligent driving under the influence of alcohol and thereby damaged the vehicle and the wall. Further, the workman was awarded the punishment of four days suspension in view of the charge sheet dt. 25-11-1989 for rash and negligent driving. He was warned for his unauthorized act of attending the meeting while on duty on 24-1-1991. He was also warned for his irregular attendance on 19-1-1992. He was also warned in view of the charge sheet dt. 18-5-1993. In the case reported in 1998 (78) FLR 183, Municipal Corporation of Greater Bombay Vs. BEST Workers Union and 1997 II CLR 1130, Municipal Corporation of Greater Bombay Vs. Om Prakash A. Singh and Others, the Hon'ble Bombay High Court found that in case of negligent drivers the only punishment of dismissal was just and proper. In the case of B. C. Chaturvedi V/s. Union of India and Others, 1996 1 CLR 389, the Hon'ble Supreme Court observed that the advantage of promotion granted to the delinquent Officer would not be an impediment in taking the appropriate decision and passing the order of punishment consistent with the finding of proved misconduct. In the case in hand, the misconduct is proved on record and I do not find anything to hold that the misconduct is of minor nature. Considering the facts and circumstances of the present case I find that the final punishment of discharge from service is just and appropriate to the charge of misconduct.

7. Hence, I conclude that the action of the management in discharging from service Mr. Govind R. Gauns, Ex-heavy 'AAA' Driver Roll No. 64/2656 Land Transport, Codli Iron Ore Mines, Sangeum, Goa w.e.f. 1-6-94 is justified.

8. The Award is made accordingly.

Justice GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी. बी. बानदोधकर एण्ड सन्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं.-1 के पंचाट (संदर्भ संख्या सी. जी. आई. टी. 55/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था।

[सं. एल-29012/87/2000-आई आर (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT 55/2000) of the Central Government Industrial Tribunal/ Labour Court No. 1, now as shown in the Annexure in the

3376 G/106-17

Industrial Dispute between the employers in relation to the management of D. B. Bandodkar & Sons and their workman, which was received by the Central Government on 17-10-2006.

[No. L-29012/87/2000-IR (M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-55 of 2000

PARTIES:

Employers in relation to the management of
M/s. D. B. Bandodkar and Sons Ltd.

AND

Shri Shripad H. Salgaonkar.

APPEARANCES:

For the Management : Shri Lancy D' Souza

For Shri Shripad : Shri J. P. Sawant Adv.
H. Salgaonkar

State : Maharashtra

Mumbai dated the 19th day of September, 2006

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-29012/87/2000-IR(M) dated 10-11-2000. The terms of reference given in the schedule are as follows :

"Whether the action of the management of M/s. D. B. Bandodkar and Sons, Goa in terminating the services of Shri Shripad H. Salgaonkar, General Foreman (Mechanical) w.e.f. 24-11-1999 is legal and justified? If not, to what relief the workman is entitled for?"

2. Mr. Shripad H. Salgaonkar, General Foreman (Mechanical) (hereinafter referred to as Mr. Salgaonkar) filed his Statement of Claim dt. 20-2-2002 and contended that he was in the continuous employment of M/s. D. B. Bandodkar and Sons Pvt. Ltd. (hereinafter referred to as Company) w.e.f. 1-11-1968. His services were terminated by means of letter dt. 23-11-1999 issued by Director of the Management w.e.f. 24-11-1999 which reads :

"You are aware that all our workers have opted for voluntary retirement w.e.f. 16-11-1999. We have also

temporarily suspended our mining operations. In view of this, in terms of your appointment, your services shall stand terminated after working hours on 24-11-1999 and you shall be paid three months salary in lieu of three months notice period".

Mr. Salgaonkar contended that his termination is illegal and unjustified for the following reasons :

- (i) The termination of the workman amounts to "retrenchment" and as the mandatory provisions made under Sections 25F and 25G of the Industrial Disputes Act, 1947 and Rule 77 of the Industrial Disputes (Central) Rules, 1958 have not been followed by the managements, the termination is non est.
- (ii) The management gave discriminatory treatment to the workman by depriving him of the benefits of voluntary retirement scheme which was made applicable to other workmen placed in similar circumstances.
- (iii) The management terminated the services of the workman through the work existed and other workmen were employed for such work.
- (iv) The management indulged in unfair labour practices by terminating the services of the workman.

3. The Company filed the written statement and contested the reference mainly on the ground that Mr. Salgaonkar was not a workman and hence reference is not maintainable. For it, it is submitted that Mr. Salgaonkar was appointed as Junior Mechanic from 1-11-1968. He was then promoted to the post of Head Mechanic w.e.f. 1-1-1976 in the supervisory capacity. He was informed on that very date that he being in the supervisory capacity can not participate in any trade union and such other activities. Accordingly, Mr. Salgaonkar resigned on 14-5-1976 as a member of the Goa Mine Workers Union which was a recognized Union in the Company. Mr. Salgaonkar was further promoted to the post of Foreman w.e.f. 1-4-1979. He was provided with the accommodation admissible to the said post and other facilities. He was also given independent charge of all power shovels working and in use at the Vagao Mines. Mr. Salgaonkar was thereafter promoted to the post of Head Foreman w.e.f. 1-1-1984 and was supervising the work of the Foreman, Head Foreman and Mechanic staff of all those who were subordinate to him in that section. He was also responsible to assign the jobs to his junior staff and workmen, maintain the punctuality of the staff and workmen working under him and also recommend leave and promotion. His duties were reduced to writing by letter dt. 13-9-1986. Mr. Salgaonkar was thereafter re-designated as General Foreman (Mechanical) and he continued to work as such till the date of termination. Since Mr. Salgaonkar was required to

supervise the work of his subordinates, to recommend leave of his subordinates, requisitioning the material from the Stores In-charge for use in the work shed, issue gate pass for the materials and to do such other supervisory duties for the smooth working of the workshop he was not a workman within the definition of Section 2(s) of the Industrial Dispute Act (hereinafter referred to as the Act). He was enjoying all the benefits of service conditions and facilities available to the supervisory cadre staff. The workmen of the Company are members of the United Mine Workers Union, Ponda, Goa and they are governed under the terms and conditions of services, Certified Standing Orders and negotiated settlements. Mr. Salgaonkar was not a member of the aforesaid Union since 1976. It is next contended by the Company that the services of Mr. Salgaonkar had been terminated on account of recession in work of mines resulting in suspension of mining operations. The termination has been made with payment of three months notice pay and hence it is not illegal.

4. Mr. Salgaonkar filed his own affidavit dt. 23-9-2003 in lieu of his examination-in-chief and reiterated his claim as set out in Statement of claim. He further examined Mr. Vasudev Raikar as a second witness on 17-3-2004. The examination-in-chief and cross examination was done on that very day. Mr. Raikar worked with the Company during the period from 1965 to 1988. He worked in the capacity of the Director of the Company. He left the Company in the year 1987. Hence, his evidence is of no use on the point as to what duties were performed by Mr. Salgaonkar after that.

5. The Company filed the affidavit of Shri Shivkarnt H. Phadte in lieu of his examination- in-chief. He has been cross-examined by the learned counsel for Mr. Salgaonkar.

6. The parties have filed the documents which have been duly exhibited.

7. I have heard the learned counsel for the parties and perused the written submissions made by them. Mr. Salgaonkar has filed the written submissions dt. 1-8-2006 while the Company submitted written submissions dt. 14-8-2006. The record is also perused.

8. The following points arise for consideration :

- (1) Whether Mr. Salgaonkar is a workman within the meaning of Section 2(s) of the Industrial Dispute Act ?
- (2) Whether the termination is illegal ?

9. **Point No. 1 :** The learned counsel for Mr. Salgaonkar having placed reliance upon the rulings viz. (i) *Aloysius Nunes Vs. M/s. Thomas Cook India Ltd.* 2000 II CLR 649 Bombay HC and (ii) *ANZ Grindlays Bank Vs. General Secretary, Grindlays Bank Employees Union* 2001 I CLR 570 Bombay HC, submitted that Mr. Salgaonkar is a workman since he was attending to the manual and

mechanical work in respect of repairs and maintenance of machines. He was neither employed in Supervisory or Managerial or Administrative capacity.

10. The learned counsel for the Company having placed reliance upon the rulings reported in 2003 III CLR 580 in Rajaram Bandekar Srigao Mines Pvt. Ltd., Goa Vs. Stephen Fernandes and Anr. Bombay High Court, (ii) 1992 I CLR 184 before the Honourable High Court of Bombay in between Shrikant Vishnu Palwankar Vs. Presiding Officer of First Labour Court and Ors. and 2004 III CLR page 534 before the Honourable Supreme Court in between Mukesh Tripathi Vs. Sr. Divisional Manager, and submitted that Mr. Salgaonkar was working in the supervisory capacity being the General Foreman and hence he was not a workman..

11. Having gone through the aforesaid rulings cited by the parties, the law is clear on the point that the duties performed by a particular employee are to be taken into account for determining as to whether a particular employee is a workman or not. In the instant case, there does not appear to be dispute about the duties performed by Mr. Salgaonkar. It is strange that Mr. Salgaonkar has not shown in his evidence as to what were the actual duties performed by him at the time of termination. On the other side, the Company has filed the Appointment/Promotion letters for appointing Mr. Salgaonkar on different post. Admittedly, he worked as Head Foreman, and lastly as General Foreman. The Company has filed documents (page 32 to 60) which are copies of the leave applications signed by Mr. Salgaonkar in the capacity of Head of Department, duly admitted by Mr. Salgaonkar in his cross-examination. The Company has also filed the documents (page 18 to 21) which are copies of the gate passes authorized by Mr. Salgaonkar and copies of requisition slips indented under his signature by Mr. Salgaonkar as workshop in charge (22 to 31). All these documents are being admitted by Mr. Salgaonkar. The evidence on record goes to show that Mr. Salgaonkar was provided with an accommodation admissible to his post and given independent charge for all power shovels working and in use at Vengaon Mines. He was supervising the work of Mechanics, Head Mechanics and Mechanical Staff and all other working in that section. He was responsible to assign the jobs to his junior staff, maintain punctuality and recommend leave, promotion and performance from time to time. He had the authority to indent for requisitioning of material from Store and issue gate passes. Mr. Phadte has stated that he personally observed the aforesaid duties of Mr. Salgaonkar. The evidence of Mr. Phadte has not been challenged in his cross-examination nor anything has been stated by Mr. Salgaonkar on these points in his evidence.

12. Considering the evidence on record and keeping in mind the settled legal position, I conclude that the duties assigned and performed by Mr. Salgaonkar at the time of his termination were of clearly supervisory nature. He was

supervising the work of Foreman, Head Mechanic, Mechanic Staff and all other subordinates. He had the authority to recommend the leaves to his subordinates and he did sanction the leave. He actually issued indents for requisition of the material from the Stores and also issued Gate passes to other persons. He supervised the work of his subordinates to maintain punctuality. His duties have been reduced to writing. He was not the member of Goa Mine Workers Union from which he resigned as back as in the year 1976. He enjoyed the accommodation and other facilities to the grade of Supervisors.

13. Hence, it is concluded that Mr. Salgaonkar is not proved to be a workman and hence the reference is not maintainable.

14. **Point No. 2 :** In view of my finding on Point No. 1 this issue becomes redundant. Had it been proved on record that Mr. Salgaonkar is a workman the termination is definitely illegal for not following the procedure prescribed under the Act since the termination amounts to retrenchment on account of recession/closure of the mining work and no retrenchment compensation has been paid. In this background, the termination is liable to be set aside and that being so he would have been entitled to the back wages from the date of termination i.e. 24-11-1999 till 30-4-2001 only the date of superannuation as stated by Mr. Salgaonkar.

15. The net result is that the reference is dismissed.

Justice GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4283.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सी. जी. आई.टी. नं.-2 के पंचाट (संदर्भ संख्या सी. जी. आई.टी.-2/19/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-10-2006 को प्राप्त हुआ था।

[सं. एल-31012/6/2001-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4283.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/19/2002) of the Central Government Industrial Tribunal/ Labour Court, CGIT No.-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 17-10-2006.

[No. L-31012/6/2001-IR (M)]
B. M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT:**

A. A. Lad, Presiding Officer.

Reference No. CGIT-2/19 of 2002**PARTIES:**

Employers in relation to the management of Mumbai Port Trust.

The Chairman,
Mumbai Port Trust,
Shoorji Vallabhdas Road,
Ballaard Estate, Mumbai-400038.**AND**

Their Workmen

Narayan K. Gowari,
At and Post Rangaon,
Vasai, Tal. Vasai, District Thane.**APPEARANCES:****For the Employer** : Mr. Umesh Nabar,
Advocate.**For the Workmen** : Mr. V. J. Ambedkar,
Advocate.

Date of passing of Award : 11th August, 2006

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-31012/6/2001-IR(M) dated 10th January, 2002 in exercise of the powers conferred under sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management in terminating the services of Shri Narayan K. Gowari, Ex-Marker w.e.f. 10-6-1989 for allegedly producing false School leaving certificate mentioning therein that his caste as “Hindu Mahadeo Koli” instead of “Hindu Mangela Koli” is legal and justified ? If not, to what relief he is entitled ?”

2. To support the subject matter referred in the reference, 2nd Party filed Statement of Claim at Exhibit 6 reiterating employment of the concerned workman with the Mumbai Port Trust stating that, he joined 1st Party in 1980 to work as a Watchman on salary of Rs. 4500. He was attending said work by coming from his remote village near Vasai Village. He denied the charges leveled against him and alleged that, enquiry was not fair and proper. He states that, witnesses were not examined by the 1st Party and just

farce was made by the Enquiry Officer of conducting an enquiry and showing charges are proved against him. Number of employees were dismissed alongwith 2nd Party in 1992-93 and most of them are taken. But 2nd Party workman was not considered. He was hoping that he will also be absorbed by the 1st Party like others. As he was not considered he approached the Labour Commissioner who referred the matter sending failure report. So he prayed to declare enquiry not fair and proper and finding perverse. He also requests to reinstate him with full back wages and continuity of service.

3. This prayer was disputed by 1st Party by filing reply at Exhibit 10 denying the contentions of the 2nd Party that, enquiry was not fair and proper and finding perverse. It is stated that, opportunity was given to the 2nd Party. He participated in the enquiry. Enquiry was conducted according to law and finding were given by the Enquiry Officer relying on the evidence. It is stated that decision taken by Disciplinary Authority of termination was just and proper. It is submitted that prayer of the 2nd Party workman be rejected.

4. In view of the above pleadings my Ld. Predecessor framed following Issues at Exhibit 12 which I answer as under :

Issue	Findings
1. Whether the domestic inquiry conducted against the workman was as per the principles of natural justice ?	Yes
2. Whether the findings of the inquiry officer are perverse ?	No
3. Whether the action of the management in Terminating the services of Shri Narayan K. Gowari Ex-Marker w.e.f. 10-6-1989 is legal and justified ?	Yes
4. What relief the workman is entitled to ?	No

REASONS :**Issue Nos. 1 to 4 :**

5. The termination dated 10th June, 1989 is challenged by 2nd Party stating that, on the basis of the farce of enquiry, he was terminated. Charges were not proved. That is challenged by the 1st Party.

6. When the reference was fixed for recording evidence, 2nd Party did not show any interest in proceeding with the matter. Roznama reveals that, he is absent in the reference since long. Though fresh notice was served on 2nd Party vide Exhibit 16, still he did not attend the reference. No evidence was lead by the 2nd Party to show how enquiry was not fair and proper as well as enquiry findings are perverse. Against that enquiry

proceedings is placed on record by 1st Party which reveals that enquiry was conducted, 2nd Party participated in it. In this situation I do not find any substance in the say of the 2nd Party that, on farce of enquiry, he was terminated. So I answer the issues to that effect and passing the following order:

ORDER

Reference is rejected with no Order as to its costs.

Mumbai,
11th August, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 18 अक्टूबर, 2006

का. आ. 4284.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, सी. जी. आई.टी. नं.-2 के पंचाट (संदर्भ संख्या सी. जी. आई.टी.-2/7/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2006 को प्राप्त हुआ था।

[सं. एल-31012/7/2001-आई आर (विविध)]

बी. एम. डैविड, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/7/2002) of the Central Government Industrial Tribunal/ Labour Court, No.-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 16-10-2006.

[No. L-31012/7/2001-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

A. A. Lad, Presiding Officer.

Reference No. CGIT-2/7 of 2002

PARTIES:

Employers in relation to the management of Mumbai Port Trust

The Chairman,
Mumbai Port Trust,
Shoorji Vallabhdas Road,
Ballaard Estate, Mumbai-400038.

AND

Their Workmen

Kashinath Ramchandra Gharat,
At and Post Rangaon,
Vasai, Tal. Vasai, District Thane.

APPEARANCE:

For the Employer : Mr. Umesh Nabar,
Advocate.

For the Workmen : Mr. V. J. Ambedkar,
Advocate.

Date of passing Award: 11th August, 2006

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-31012/7/2001-IR(M) dated 4th January, 2002 in exercise of the powers conferred under sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management in terminating the services of Shri Kashinath R. Gharat, Ex-Watchman w.e.f. 1-1-1987 for allegedly producing false School Leaving Certificate mentioning therein that his caste as “Hindu Mahadeo Koli” instead of “Hindu Mangela Koli” is legal and justified ? If not, to what relief he is entitled ?”

2. To support the subject matter referred in the reference, 2nd Party filed Statement of Claim at Exhibit 10 reiterating employment of the concerned workman with the Mumbai Port Trust stating that he joined 1st Party in 1980 and worked as a watchman on salary of Rs. 4500. He was attending said work by coming from his remote village near Vasai Village. He denied the charges leveled against him and alleged that, enquiry was not fair and proper. He states that witnesses were not examined by the 1st Party and just farce was made by the Enquiry Officer of conducting an enquiry and showing charges are proved against him. Number of employees were dismissed alongwith 2nd Party in 1992-93 and most of them are taken but 2nd Party workman was not considered. He was hoping that he will also be absorbed by the 1st Party like others. As he was not considered he approached the Labour Commissioner who referred the matter sending failure report. So he prayed to declare enquiry not fair and proper and finding perverse. He also requests to reinstate him with full back wages and continuity of service.

3. This prayer was disputed by 1st Party by filing reply at Exhibit 11 denying the contentions of the 2nd Party that enquiry was not fair and proper and finding perverse. It is stated that opportunity was given to the 2nd Party. He participated in the enquiry. Enquiry was conducted according to law and findings were given by the Enquiry Officer relying on the evidence. Decision taken by

Disciplinary Authority of termination was just and proper. So, it is submitted that prayer of the 2nd Party workman be rejected.

4. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 15 which I answer as under :

Issues	Findings
1. Whether the domestic inquiry conducted against the workman was as per the principles of natural justice ?	Yes
2. Whether the findings of the inquiry officer are perverse ?	No
3. Whether the action of the management in terminating the services of Shri Kashinath R. Gharat, Ex-Watchman w.e.f. 1-1-1987 for allegedly producing false School Leaving Certificate mentioning therein that his caste as "Hindu Mahadeo Koli" instead of "Hindu Mangela Koli" is legal and justified ?	Yes
4. What relief the workman is entitled to ?	No

REASONS :

Issue Nos. 1 to 4 :

5. The termination dated 1st July, 1987 is challenged by 2nd Party stating that on the basis of the farce of enquiry, he was terminated. Charges were not proved and that is challenged by the 1st Party.

6. When the reference was fixed for recording evidence, 2nd Party did not show any interest in proceeding with the matter. Roznama reveals that, he is absent in the reference since long. Though fresh notice was served on 2nd Party vide Exhibit 21, still he did not attend the reference. No evidence was lead by the 2nd Party to show that enquiry was not fair and proper as well as findings are perverse. Against that enquiry proceedings is placed on record by 1st Party. It reveals that enquiry was conducted, 2nd Party participated in it. In this situation I do not find any substance in the say of the 2nd Party that, on farce enquiry, he was terminated. So I answer the issues to that effect and passing the following order :

ORDER

Reference is rejected with no order as to its costs.

Mumbai,
11th August, 2006. A. A. LAD, Presiding Officer

नई दिल्ली, 19 अक्टूबर, 2006

का. आ. 4285.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आँखा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 39/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-10-2006 को प्राप्त हुआ था।

[सं. एल-12012/211/2001-आई आर (बी-II)]

सौ. गंगाधरण, अवर सचिव

New Delhi, the 19th October, 2006

S.O. 4285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 39/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Andhra Bank, and their workmen, which was received by the Central Government on 16-10-2006.

[No. L-12012/211/2001-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 26th April, 2006

PRESENT:

K. Jayaraman, Presiding Officer

Industrial Dispute No. 39/2002

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Andhra Bank and their workmen]

BETWEEN

Shri Guruprasad S. Mahatma

1st Party/
Petitioner

AND

The Chief Manager,
Andhra Bank, Z.O., Chennai

....II Party/
Management

APPEARANCE:

For the Workman : M/s. R. Sivakumar &
S. Suresh, Advocates

For the Management : M/s. S. Jayaraman, H. Balaji,
V. V. Balasubramanian,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/211/2001-IR(B-II) dated 22/27-03-2002

has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Andhra Bank to remove Shri Guruprasad S. Mahatma, Cashier from service vide Order dated 19-7-1999 is legal and justified ? If not, what relief the concerned workman is entitled to ?”

2. After the receipt of the reference, it was taken on file as I.D. No. 39/2002 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was appointed as Clerk-cum-Cashier on 28-4-78 by the Respondent/Bank. While so, to his shock and surprise, he was placed under suspension by the Respondent/Management by letter dated 28-4-1998 and they have also issued a charge memo dated 8-7-1998. The charges alleged against the Petitioner are that the Petitioner has misappropriated a sum of Rs. 14,600 for one day and utilised the amount and the second charge is that the Petitioner has misappropriated a sum of Rs. 50,000. The Petitioner was called for an explanation for these charges and he has submitted his explanation, but not being convinced with the explanation, the Respondent proceeded further with domestic enquiry. A farce enquiry was conducted and the Enquiry Officer has submitted his report dated 18-1-1999 wherein, he held that charge No. 1 is not proved against the Petitioner and he further held that charge No. 2 is proved. On the basis of the findings, the Disciplinary Authority has issued a notice and after hearing the Petitioner, he has imposed the punishment of compulsory retirement from service on the Petitioner. The Petitioner's appeal to the Appellate Authority was also dismissed. The Petitioner contended that the charge No. 2 is that for CD account No. 1122 M/s. Sree Vijayalakshmi Finance & Investments the Petitioner on 17-2-1996 prepared a debit voucher for Rs. 50,000 with a narration 'amount of cash drawn' and obtained the signature of the Sub Manager Mr. Sundaram on the voucher and debited the amount in the said current account and drawn the amount. The said voucher did not contain the signature of proprietrix of the concern, hence this is an unauthorised debit. The amount of this voucher was added in payment scroll after the day's total was arrived at. In the rough chitta, the amount was incepted as the last but one item and total, which was already made without the said item, was altered by adding this amount of Rs. 50,000. Subsequently, the Petitioner had remitted Rs. 30,000 on 27-2-1996 and Rs. 10,000 on 1-3-1996 and Rs. 10,000 on 5-3-1996 for the credit of this account. Thus, the Petitioner has misappropriated a sum of Rs. 50,000. The Petitioner's preliminary objection on the ground of inordinate delay and latches in initiating the charges was not considered by

the Enquiry Officer. Further, charge memo dated 8-7-1998 is not accusation but conclusive in nature, hence, it is bad in law. Even for this also, the Enquiry Officer has not given any reply. Subsequently, the complainant also reported that he has withdrawn the complaint vide his letter dated 12-8-1997. For this misappropriation, there was no evidence adduced by the Respondent/Management to prove the fact of misappropriation by the Petitioner. The Petitioner also produced documents DEX 3 and 4 to prove that there was no misappropriation of Rs. 50,000 by the Petitioner. But, without considering all these things, the Enquiry Officer has come to a perverse view that the Petitioner has misappropriated this amount. Further, the fact of signature of payee was not obtained in the debit voucher is not the fault of the Petitioner because the said money was handed over by the then Manager to the customer. The payment was at his cabin. Therefore, the failure on the part of the Petitioner to verify the signature of the payee on the voucher may be only a procedural lapse and that does not lead to a conclusion that the Petitioner had misappropriated the amount. It is also false to contend that the Petitioner has repaid in three instalments by credit vouchers. It was only on the advise of Mr. Naidu, then Manager credit voucher was prepared by him and the management has not produced any evidence to disprove the contention of the Petitioner on the practice adopted by the then Manager. Further, the Sub Manager Mr. Sundaram was also charge sheeted and a disciplinary proceedings was initiated against him on the very same allegation of misappropriation of the above alleged amount of Rs. 50,000 and on the other hand, for the said charge punishment of stoppage of one increment alone was imposed on him. Therefore, the allegation of misappropriation of amount of Rs. 50,000 against the Petitioner cannot stand because for the very same amount yet another person was also held responsible by the Respondent/Management. The Enquiry Officer's report is bereft of any reasons. Further, the past record of the Petitioner has not been considered and extreme penalty of compulsory retirement from service was imposed on him, without considering the unblemished past record of the Petitioner. Hence, for all these reasons, he prays that an award may be passed in his favour to reinstate him into service holding that the order impugned passed by the Respondent/Bank is illegal and unjustified.

4. As against this, the Respondent in its Counter Statement contended that while the Petitioner was working as cashier in Chetpet branch of the Respondent/Bank, he has committed an act of misappropriation from the account of a customer, which is prejudicial to the interest of the Bank. This constituted a serious misconduct as per clause 19.5(j) of Bipartite Settlement and therefore, he was suspended from service and subsequently domestic enquiry was held and basing on the report of the domestic enquiry, the Disciplinary Authority has imposed the punishment of compulsory retirement on the Petitioner. With regard current

account No. 1122 favouring M/s. Sree Vijayalakshmi Finance & Investments Proprietrix Smt. Viji Venkatesh, in that account the Petitioner has prepared a debit voucher for Rs. 50,000 for the above account with a narration 'amount of cash drawn' obtained the signature of Sub-Manager Mr. Sundaram on the voucher, debited the amount in the said current account and drawn the amount. This voucher does not contain the signature of the proprietrix of the above concern not any authorisation was given by her for such withdrawal. The Petitioner has misappropriated the amount of Rs. 50,000 and repaid the amount. Since the explanation given by the Petitioner was not satisfactory, the Disciplinary Authority ordered for an enquiry and an enquiry was conducted in accordance with principles of natural justice. The Petitioner was allowed the assistance of defence representative and he has also utilised the same. The Enquiry Officer after analysing the entire materials namely evidence, written arguments and submissions made thereon, has come to a conclusion that one of the charges namely the second charge has been proved against the Petitioner and he submitted his report to the Disciplinary Authority. The Disciplinary Authority after following the procedure has proposed the punishment of dismissal. In fact, after the written submission made by the Petitioner, The Disciplinary Authority has modified the proposed penalty of dismissal to that of compulsory retirement. Therefore, the domestic enquiry was held in a fair and reasonable way and the Petitioner has also got reasonable opportunity to defend his case at every stage of enquiry. Only after the preliminary investigation and inspection it came to light that such misconduct has been committed by the Petitioner. Immediately, after that enquiry and preliminary inspection, a charge sheet was issued to the Petitioner. Hence, there was no delay in initiating the disciplinary proceedings as alleged by the Petitioner. Further, there is no laches or delay in initiating the domestic enquiry. The allegation that charge sheet is not accusation but conclusive in nature is devoid of any merits. In the domestic enquiry the management has produced substantial evidence before the Enquiry Officer and proved the charges. Further, the charge of misappropriation is a very serious charge warranting the punishment of dismissal. In this case, the Petitioner is an employee of the bank, where the customers repose their confidence and with the faith and belief that their money will be safe they deposit the money. If such an employee commits such a breach of faith and misappropriate the customer's money, the same has to be viewed seriously. Hence, the punishment of dismissal is appropriate and it cannot be said that it is harsh. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the point for my determination is—

- (i) "Whether the action of the Respondent/Bank in removing the Petitioner from service vide order dated 19-7-1999 is legal and justified?"
- (ii) "To what relief the Petitioner is entitled?"

Point No. 1 :

6. While the Petitioner was working as cashier in Chetpet branch of the Respondent/Bank, a chargesheet was issued to him for the alleged misconducts. A domestic enquiry was ordered and in the domestic enquiry while considering two charges framed against him, the Enquiry Officer has come to the conclusion that 2nd charge framed against the Petitioner was proved and the punishment of compulsory retirement was ordered against the Petitioner. Against this, he preferred an appeal and the same was rejected. Therefore, the Petitioner raised the dispute before labour authorities and after the failure of conciliation, the matter was referred to this Tribunal for adjudication.

7. At the initial stage, the Petitioner has raised the plea that domestic enquiry was not conducted in a just and proper manner and therefore, he requested this Tribunal to pass an order in the preliminary issue, wherein this Tribunal has come to the conclusion that the II Party/Management conducted the domestic enquiry in a just and proper manner and disposed of the matter. Therefore, the only question to be decided in this case is with regard to Section 11A of the I.D. Act. The Petitioner alleged that the charge framed against him is baseless and unsustainable. There was a delay in initiation of proceedings and the findings of the Enquiry Officer with regard to the charge is perverse and not based on any material evidence and he further contended that the punishment of compulsory retirement is not justified, discriminatory and so on. In order to substantiate his claim, the Petitioner examined himself as W1 and on his side Ex. W1 to W21 were marked. On the side of the Respondent, no witness was examined and only documents Ex. M1 to M23 were marked.

8. The 2nd charge framed against the Petitioner which was disputed by the Petitioner is that while the Petitioner was working as cashier in Chetpet branch of the Respondent/Bank, he has prepared a debit voucher for Rs. 50,000 in the CD account No. 1122 of M/s. Vijayalakshmi Finance & Investments (proprietrix Smt. Viji Venkatesh) with a narration (amount in the above current account and drawn the amount) and this debit voucher was prepared without the signature of proprietrix of the above concern and without any authentication by her and it is an unauthorised debit. Not only that the Petitioner added the amount of Rs. 50,000 of the voucher in the payment scroll, after the day's total was arrived at. In the rough chitta, the amount was inserted as the last but one item and total which was already made without said item was altered by adding this amount of Rs. 50,000. It is further alleged that the Petitioner remitted Rs. 30,000 on 27-2-1996, Rs. 10,000 on 1-3-1996 and Rs. 10,000 on 5-3-1996 for the credit of this account. Thus the Petitioner has misappropriated a sum of Rs. 50,000.

9. Learned counsel for the Petitioner contended that charge framed against the Petitioner baseless and

unsustainable. He argued that the charge and the disciplinary proceedings was initiated primarily under original of Ex. W11 on the basis of complaint dated 25-7-1997 submitted by one Sri C. Venkatesh namely husband of the proprietrix of the concern M/s. Vijayalakshmi Finance & Investments whereas the very same person by his subsequent letter dated 12-8-1997 under original of Ex. M12 had specifically admitted that transaction held on 17-2-1996 in C.D. Account No. 1122 were shown in passbook but the amount of Rs. 50,000 was debited in the passbook on 17-2-1996. But the said amount was not misappropriated by any person belonging to the bank and complaint dated 25-7-1997 was lodged with the panic, accordingly, he had withdrawn the complaint dated 25-7-1997. Therefore, the charge memo issued on 8-7-1998 one year after withdrawal of complaint is totally baseless and unsustainable.

10. But, as against this, learned counsel for the Respondent contended that under the original of Ex. W11, husband of proprietrix of M/s. Vijayalakshmi Finance & Investments Ltd. has given a complaint stating that the bank has allowed some one to draw his amount from his wife's account when she has not issued any cheque in anybody's favour and it is no doubt, the basis for the Charge Sheet. But, it is not true to say that under original of Ex. W12 dated 12-8-97, the said Mr. Venkatesan had withdrawn the complaint. He has stated in the letter that there are unexplained credit cash entries for Rs. 20,000, Rs. 30,000 on 24-2-96 and 27-2-97 and only after referring to that he has stated that he will not claim any stake against this transaction in the form of compensation from the bank. In that letter, the complainant has not stated that the alleged misconduct has not been taken place. Therefore, it is not correct to say that the complainant has withdrawn the complaint and the charge framed against him is baseless.

11. I find much force in the contention of the learned counsel for the Respondent because under Ex. W12 the complainant has not stated that misconduct has not taken place.

12. The next point argued by the learned counsel for the Petitioner is that the charge framed against the Petitioner is that he has made unauthorised debit voucher in the accounts and he has misappropriated the amount of Rs. 50,000, but on the very same set of facts and circumstances and touching upon the same transaction, the then Sub-Manager Mr. S. K. Sundaram was also chargesheeted by a memo dated 23-7-98 under original of Ex. W5 wherein he was chargesheeted that he has authorized for payment of unauthorised debit voucher for Rs. 50,000 from CD Account No. 1122 favouring M/s. Sri Vijayalakshmi Finance & Investments, proprietrix Mrs. Viji Venkatesh. He was also Charge Sheeted that payment was made without issuing any token. Though the amount was subsequently adjusted and the vouchers were not signed

by anybody. Thus, the said Mr. Sundaram became party to the said Act by officially extending his co-operation which enabled Mr. G. S. Mahatma, cashier to temporarily misappropriated Rs. 50,000. Thus, it is admitted by the Respondent/Management under this charge that Sub Manager Mr. S.K. Sundaram had authorized the payment and it is also admitted that the Petitioner has made the payment. Therefore, the charge alleged against the Petitioner that transaction held on 17-2-96 was unauthorised debit. Therefore, the charge that Petitioner has misappropriated Rs. 50,000 is totally unfounded, unsustainable and baseless. Further, the charge against Sri S.K. Sundaram was already held as proved and punishment was also imposed on him and it has become final. But, whereas in the case of Sub Manager Sri S.K. Sundaram the management has imposed only the punishment of withdrawing one annual increment without cumulative effect. On the other hand, under the same set of facts and circumstances, the Petitioner was imposed with the extreme punishment of compulsory retirement. Thus, the said punishment is not justified and also discriminatory in nature.

13. But, as against this, learned counsel for the Respondent contended that charge framed against the Petitioner is very clear and specific in respect of misappropriation. Sri S.K. Sundaram was charge sheeted for having become a party to transaction relating to charge No. 2 framed against the Petitioner. The charge framed against the Petitioner is that the Petitioner having misappropriated the money which he remitted later whereas in the case of Sri S.K. Sundaram there is no such charge nor has he misappropriated the funds. It is alleged that as a matter of routine the said S.K. Sundaram has simply signed the voucher. Since the same has been done, without any proper enquiry, he has been imposed with punishment of increment cut under Ex. M23 and it cannot be said that the Petitioner has been isolated and discriminated. Since the charge framed against the individuals are different, though it is alleged that it was the same incident, it cannot be said that the charge framed against the individuals are the same.

14. Here again, I find much force in the contention of the learned counsel for the Respondent. The specific charge framed against the Petitioner is that he has misappropriated Rs. 50,000 and subsequently deposited the said sum on three occasions. On the other hand, the charge framed against the Sub-Manager Mr. S.K. Sundaram is not the charge of misappropriation. The charge specifically stated against the Sub-Manager is that he has signed the vouchers as a routine without any proper enquiry and therefore, I find there is no discrimination against the Petitioner.

15. Then, again the learned counsel for the Petitioner contended that there is a lot of delay in initiating the proceedings. According to the Respondent/Management

the alleged transaction was taken place on 17-2-96, while the Petitioner was working at Chetpet branch of Respondent/Bank. Only in August, 1996 the Petitioner was transferred from Chetpet branch to Adyar branch. The Respondent alleged that complaint was received on 25-7-97, but the charge memo was issued only on 8-7-98. Even under Ex. W 10 the Head Office Circular No. 68, it has been specifically stated that the cases of misappropriation must be reported to the vigilance department, Central office immediately to enable them to take necessary action, whereas in this case, the entire issue was suppressed at the branch level and the matter was not reported to the vigilance department in time and deliberately after the prolonged silence, even after the receipt of complaint and subsequent withdrawal of the same, the Respondent issued the Charge Sheet belatedly on 8-7-98. Therefore, the Respondent/Bank with a view to save certain persons made the Petitioner as a scapegoat and as such, the charge memo is not sustainable.

16. But, as against this, learned counsel for the Respondent contended that in a banking transaction only when the discrepancy is identified, the Charge Sheet can be issued and if there is any delay on this score, the same cannot be construed as a delay having regard to peculiarity in the banking transaction and he further relied on the rulings reported in 1996 2 LLR 462 M.E. PALEKAR Vs. BANK OF INDIA & ORS. In that case, the Petitioner an officer of the Respondent/Bank was given punishment of compulsory retirement on proof of misconduct after disciplinary enquiry. In that case, the Petitioner challenged the enquiry and consequent order of punishment and one of the challenges was that of inordinate delay. According to him, the incident alleged to have been taken place in February, 1986 and Charge Sheet was given to the Petitioner in 1991. Therefore, he alleged that this gross delay vitiated the whole enquiry. But, the Bombay High Court rejected the submission and it has held that "there is no question of delay inasmuch as misconduct of the Petitioner came to light only in 1991." He further relied on the rulings reported in 1996 I CLR 384 B.C. CHATURVEDI Vs. UNION OF INDIA & ORS. wherein the employee was given Charge Sheet on 2-3-82 for being in possession of unaccounted disproportionate assets and there is a delay in initiating proceedings. The employee alleged that the delayed proceedings is an unfair procedure depriving the livelihood of a public servant offending Articles 14 and 21 of the Constitution. But, the Supreme Court, while rejecting the submission, it has observed that "each case depends upon its own facts, that in this class of cases delay necessarily entails and therefore, the delay by itself is not fatal in this type of cases". Relying on these decisions, learned counsel for the Respondent contended that no doubt, incident has happened on 17-2-96, but the complaint was received only on 25-7-97. Only after the preliminary enquiry, the Respondent/Bank issued charge memo to the

Petitioner and on that ground, it cannot be said that there is a delay and by this delay, the charge is vitiated against the Petitioner.

17. I find much force in the contention of the learned counsel for the Respondent because only after the preliminary enquiry, the Respondent/Bank has initiated the disciplinary proceedings against the Petitioner. As such, it cannot be said that the delay is fatal in this case.

18. Then the learned counsel for the Petitioner contended that the findings of the Enquiry Officer is perverse and not based on any material evidence. Though in this case in the domestic enquiry, Respondent/Bank examined the officers of Chetpet branch as management witness, but in his deposition, the Manager has deposed only with regard to charge No. 1 which was ultimately found to be not proved by the Enquiry Officer. With regard to charge No. 2, based on which the dispute has been raised, the management witness namely the Manager has deposed that the debit voucher dated 17-2-96 under original of Ex. W8 and pay-in-slips under Ex. M4 series were prepared by the Petitioner and only based on the deposition, the Enquiry Officer has held that charge framed against the Petitioner has been proved. But, it is the specific case of the Petitioner that not like the withdrawal slip or cheque, the debit vouchers has to be prepared only by staff or Managers of the Bank. This procedure to prepare debit vouchers is followed in all the branches of Respondent/Bank. Likewise, on 17-2-96 also on the instruction of the then Sub Manager Mr. S. K. Sundaram the Petitioner had prepared the debit voucher for C. D. Account No. 1122. Thereafter, the said debit voucher was authorized and signed by the then Sub Manager Mr. S. K. Sundaram for payment and this withdrawal was properly reflected in the ledger sheet pertaining to that account and the Counter Clerk had debited the amount on the very same day and proper entries were made in the pass book and thereafter Mr. S. K. Sundaram then Sub Manager passed the same for payment. This entire evidence of the Petitioner was not disputed by the Respondent/Management. The Enquiry Officer without considering the facts that payment was authorized by Mr. S. K. Sundaram had deliberately come to the conclusion that charge framed against the Petitioner has been proved. Further, he has not considered the evidence given by Sri P. Bhima Sankar Rao who was examined on the side of the Petitioner who has specifically admitted that the then Sub Manager gave some money and asked him to give it to the cashier (Petitioner) and he handed over the cash to the Petitioner herein. Therefore, the findings of the Enquiry Officer that the Petitioner had withdrawn the money and he remitted the money to make good the amount are not based on any valid evidence. Therefore, the findings of the Enquiry Officer is perverse and unsustainable. It is his further contention that the specific case of the Petitioner is that the account holder in C.D. Account No. 1122 was not enjoying any overdraft

facility. The withdrawal of Rs. 50,000 was a temporary overdraft and it is also an admitted fact that it is the Branch Manager who is the person authorized to allow any temporary overdraft. In this case, Mr. S. K. Sundaram has approved and he by following the procedure had recorded in the temporary overdraft register maintained by the branch. But, the Enquiry Officer had not considered all these things and deliberately negated all these things and had come to the perverse conclusion.

19. But, as against this, learned counsel for the Respondent contended that even assuming for argument sake that debit voucher is to be prepared by staff/officer of the branch, in this case, the Petitioner has not explained how the debit voucher was prepared without the authorization of the customer or without the signature of the customer. Further, he has not given any explanation for what reason, the amount of this voucher was added in payment scroll after the day's total was arrived at and further in rough chitta, the amount was inserted as the last but one item and the total which was already made without the said item was altered by adding this amount of Rs. 50,000. Only from the materials produced and deposition of witnesses, it is clearly established that the Petitioner who has prepared the voucher dated 17-2-96 and also pay-in-slips under Ex. M5 series which clearly and clinchingly prove that the Petitioner has drawn the amount otherwise the voucher would have the acknowledgement of the person to whom the payment was made and to cover up this amount, the Petitioner has remitted the amounts to make good the amount withdrawn. Further, he has not produced any materials to show that his action is not wrongful action. Since the Petitioner contended that since the complainant has withdrawn the complaint, since he has stated that there is no misappropriation in the branch, there is no misappropriation. But, merely the complainant has not stated that amount has not been misappropriated by the branch man, it cannot absolve the Petitioner of having withdrawn the amount of customer and later remitting it. It is a clear case of misappropriation and it cannot be said that the Enquiry Officer has come to the wrong conclusion or perverse conclusion.

20. Here again, I find much force in the contention of the learned counsel for the Respondent. The Petitioner has already stated that the Petitioner has not given any explanation as to why he has prepared the debit voucher without the signature of the customer or without any authorization of the account holder. Even in the explanation to the charge memo, he has not stated as per the instructions of Sri S. K. Sundaram, then Sub Manager, he had prepared the said voucher. The explanation given by the Petitioner to the charge memo is without any substance, under such circumstances, I find the contention of the Petitioner that the findings of Enquiry Officer is perverse is without any substance.

21. Then again learned counsel for the Petitioner contended that transaction in C. D. Account No. 1122 following the withdrawal on 17-2-96 will clearly prove that the account holder was very much aware of the withdrawal on 17-2-96 and the account holder on 20-2-96 and again on 23-2-96 had deposited a sum of Rs. 20,000 and Rs. 7,030 respectively to clear the cheque bearing no. 679 issued by him for the amount of Rs. 20,630 and again on 26-2-96 the account holder deposited an amount of Rs. 10,040 and on 27-2-96 a cheque bearing No. 680 for an amount of Rs. 50,000 was drawn in favour of one M/s. Dolls International and Another and another cheque bearing No. 681 for an amount of Rs. 5,000 drawn in favour of one Mr. A. Gynanaprasam were presented for inward clearance. However, an amount of Rs. 30,000 was brought by the then cash peon Mr. P. Bhima Sankar Rao stating that it was sent by Sri K. Sundaram, Sub Manager with an instruction to prepare the pay-in-slip and release the amount and this transaction out of which most of them has happened to be temporary overdrafts will clearly establish that there was no possibility to withdraw any cash without the knowledge of the account holder. Therefore, the findings of the Enquiry Officer is perverse.

22. But, here again, I find there is no point in the contention of the learned counsel for the Petitioner. Since some transactions have taken place in the C. D. Account No. 1122 subsequent to 17-2-96, it cannot be said that the withdrawal on 17-2-96 must have known to the account holder. If really, the account holder has knowledge about the 17-2-96 transaction, then he need not give any complaint with regard to the said transaction. As such, I find it cannot be contended that the findings with regard to this fact by the Enquiry Officer is perverse.

23. Then again, learned counsel for the Petitioner contended that even assuming without conceding that the Petitioner has involved in the act of misappropriation, the Petitioner was imposed with the extreme punishment of compulsory retirement and the punishment in excessive and not justified and therefore, it is liable to be set aside under Section 11A of the I. D. Act.

24. But as against this, learned counsel for the Respondent contended that misconduct committed by the Petitioner is a serious misconduct and does not warrant any interference under Section 11A of the I. D. Act. It has been held by Supreme Court in a judgement reported in 1998 3 LLN 89 Union Bank of India Vs. Vishwa Mohan "it needs to be emphasized that in banking business, absolute devotion, diligence and integrity need to be preserved by every bank employee and in particular by bank officers, if this is not observed, confidence of depositors would be impaired," and in this case, the Petitioner has misappropriated Rs. 50,000 from the customer's account and remitted it later on with a view to cover up the misconduct. Though there may not be any loss to the

Respondent/Bank that by itself will not absolve the concerned workman from the misconduct and therefore, he is liable to be punished. Further, the learned counsel for the Respondent contended that in this case initially, the Disciplinary Authority has proposed the punishment of dismissal and the Appellate Authority modified the punishment to one of compulsory retirement by taking a lenient view. The Petitioner since has indulged in a serious misconduct, it will spoil the name of the bank in the eyes of the public. Further, it also makes the customer to loose confidence on the banking industry. Therefore, the Petitioner who was charge sheeted for a grave misconduct of misappropriation is not entitled to the relief of reinstatement or any other relief and there is no warrant or justification to invoke Section 11A for modifying the punishment.

25. Learned counsel for the Respondent further relied on the rulings reported in 2005 6 SCC 321 Canara Bank Vs. V. K. Awasthy and 2006 I SCC 63 Karnataka Bank Ltd. Vs. A. L. Mohan Rao, 1998 3 LLN 652 Edward Theesai Vs. Canara Bank, 1999 2 LLJ 155 Baby Vijayan Vs. Industrial Tribunal and Another; 1999 II LLJ 194 Management of Catholic Syrian Bank Vs. Industrial Tribunal and Another. The Supreme Court in 2006 I SCC 63 has held that "it is not for Courts to interfere in cases of gross misconduct of this nature with decision of Disciplinary Authority on any mistaken notion of sympathy so long as enquiry has been fair and proper and misconduct proved. In such matters it is for Disciplinary Authority to decide what is the fit punishment." In the last case, 1999 2 LLJ 194, the Madras High Court has held that "an employee cannot claim right to commit fraud during the course of employment and the employee should maintain such ethical standards embodied in rules and regulations and ethical standards cannot be abandoned on plea that Justice should be rendered with mercy. The employee should maintain minimum standard of integrity and therefore, an award of reinstatement and back wages to workman who did not maintain minimum standard of integrity would amount to rewarding fraudulent and dishonest conduct and would be mocking at integrity and honesty of majority of workmen." Therefore, the Madras High Court has held that "order of dismissal cannot be invalidated on the ground of sympathy where such sympathy would be misplaced because of proved grave misconduct of fraud committed by the employee." In that case, Chargesheet was issued to a clerk in a Scheduled bank in respect of fraud committed on the bank's customer, misappropriation of bank's funds and unauthorised absence from duty without submitting proper leave application. In such cases, the Supreme Court and High Courts have held that Courts should not interfere with the punishment imposed by the Disciplinary Authority.

26. I find much force in the contention of the learned counsel for the Respondent. In this case, in the domestic enquiry, charge of misappropriation has been proved and

in such circumstances, it cannot be said that the punishment imposed on the Petitioner is excessive and disproportionate to the charge framed against him. Under such circumstances, I find this point against the Petitioner.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled ?

27. In view of my foregoing findings that the action of the Respondent/Management in removing the Petitioner from service by its order dated 19-7-1999 is legal and justified, I find the Petitioner is not entitled to any relief. No Costs.

28. Thus, the reference is answered accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 26th April, 2006).

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : WW1 Sri Guruprasad S. Mahathme

For the II Party/Management : None

Documents Marked :

For the I Party/Petitioner :

Ex. No.	Date	Description
W1	28-04-98	Xerox copy of the suspension order
W2	15-06-98	Xerox copy of the representative submitted by Petitioner
W3	08-07-98	Xerox copy of the charge memo issued to Petitioner
W4	06-08-98	Xerox copy of the explanation submitted by Petitioner
W5	23-07-98	Xerox copy of charge memo issued to K. Sundaram
W6	07-08-98	Xerox copy of the reply submitted by Mr. Sundaram
W7	10-09-98	Xerox copy of the order of punishment against Sri Sundaram
W8	17-02-96	Xerox copy of the debit voucher
W9	17-02-96 to 05-03-96	Xerox copy of the ledger sheet for CD account No. 1122
W10	02-03-83	Xerox copy of the circular No. 68
W11	25-07-97	Xerox copy of the complaint lodged by Venkatesh
W12	12-08-97	Xerox copy of the withdrawal letter given by Venkatesh
W13	Nil	Xerox copy of the enquiry proceedings

W14 05-12-98	Xerox copy of the written brief submitted by defence Representative	M14 20-10-99	Xerox copy of the letter from Petitioner to Respondent
W15 18-01-99	Xerox copy of the report of Enquiry Officer	M15 23-07-99	Xerox copy of the Chargesheet issued to Sri Sundaram
W16 23-02-99	Xerox copy of the explanation given by Petitioner	M16 07-08-98	Xerox copy of the reply to Charge-sheet given by Sundaram
W17 11-03-99	Xerox copy of the proposed punishment of dismissal	M17 25-12-94	Xerox copy of the letter from Karthik, customer to Respondent/ Bank
W18 27-03-99	Xerox copy of the representation submitted by Petitioner Before Disciplinary Authority	M18 24-05-95	Xerox copy of the letter from Karthik, customer to Respondent/ Bank
W19 14-07-99	Xerox copy of the order of punishment for compulsory retirement	M19 20-11-96	Xerox copy of the letter from Karthik, customer to Respondent/ Bank
W20 23-08-99	Xerox copy of the appeal preferred by Petitioner	M20 20-12-96	Xerox copy of the letter from Karthik, customer to Respondent/ Bank
W21 27-01-00	Xerox copy of the order passed by Appellate Authority	M21 21-07-97	Xerox copy of the letter from Karthik, customer to Respondent/ Bank

For the Respondent/Management :

Ex. No.	Date	Description	
M1 28-04-98		Xerox copy of the suspension order	
M2 15-06-98		Xerox copy of the representative submitted by Petitioner	
M3 08-07-98		Xerox copy of the charge memo issued to Petitioner	
M4 Nil		Xerox copy of the enquiry proceedings	
M5 24-11-98		Xerox copy of the written brief submitted by management	
M6 05-12-98		Xerox copy of the written brief submitted by defence	
M7 Nil		Xerox copy of the enquiry findings	
M8 18-01-99		Xerox copy of the letter from Respondent to Petitioner	
M9 23-02-99		Xerox copy of the reply submitted by Petitioner	
M10 11-03-99		Xerox copy of the letter sent by Respondent proposing punishment	
M11 27-03-99		Xerox copy of the representation submitted by Petitioner during Personal hearing	
M12 14-07-99		Xerox copy of the order of Disciplinary Authority	
M13 23-08-99		Xerox copy of the appeal preferred by Petitioner	

नई दिल्ली, 18 अक्टूबर, 2006

का.आ. 4286.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 नवम्बर, 2006 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रमांक	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	दुधियांवाल	130	कपूरथला	कपूरथला
2.	बरिन्दपुर	95	कपूरथला	कपूरथला
3.	भुलई	132	कपूरथला	कपूरथला
4.	हुसनपुर	123	कपूरथला	कपूरथला
5.	सद्देवाल	155	कपूरथला	कपूरथला
6.	गोसल	158	कपूरथला	कपूरथला
7.	बुरेवाल	159	कपूरथला	कपूरथला

क्रमांक राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
8. पखोवाल	160	कपूरथला	कपूरथला
9. लोधी भुल्लां	125	कपूरथला	कपूरथला
10. रसूलपुर सिसली	127	कपूरथला	कपूरथला
11. जलालपुर भुलां	126	कपूरथला	कपूरथला
12. सदोवाल भुलां	124	कपूरथला	कपूरथला
13. जलबीबरी	91	कपूरथला	कपूरथला
14. बीबरी	96	कपूरथला	कपूरथला

[सं. एस-38013/57/06-एस. एस.-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4286.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st November, 2006 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sl. No.	Name of the Revenue No.	Hadbast No.	Tehsil	District
Village				
1.	Dhudianwal	130	Kapurthala	Kapurthala
2.	Barindpur	95	Kapurthala	Kapurthala
3.	Bhule	132	Kapurthala	Kapurthala
4.	Husanpur	123	Kapurthala	Kapurthala
5.	Sadowal	155	Kapurthala	Kapurthala
6.	Gosal	158	Kapurthala	Kapurthala
7.	Burewal	159	Kapurthala	Kapurthala
8.	Pakhowal	160	Kapurthala	Kapurthala
9.	Lodhi Bhullan	125	Kapurthala	Kapurthala
10.	Rasulpur Sisli	127	Kapurthala	Kapurthala
11.	Jalalpur Bhulan	126	Kapurthala	Kapurthala
12.	Sadowal Bhulan	124	Kapurthala	Kapurthala
13.	Jalbibri	91	Kapurthala	Kapurthala
14.	Bibri	96	Kapurthala	Kapurthala

[No. S-38013/57/2006-S. S-I]
S. D. XAVIER, Under Secy.

नई दिल्ली, 18 अक्टूबर, 2006

का.आ. 4287.—कर्मचारी राज्य बीमा अधिनियम, 1948

(1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 नवम्बर, 2006 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपवन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रमांक	राजस्व ग्राम	हदबस्त	तहसील	जिला
का नाम	संख्या			
1.	छोटा जौला	179	डेराबस्ती	पटियाला
2.	जौला कलां	180	डेराबस्ती	पटियाला
3.	हुमायुंपुर	166	डेराबस्ती	पटियाला
4.	हुमायुंपुर तीरांबली	165	डेराबस्ती	पटियाला

[सं. एस-38013/56/06-एस. एस.-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 18th October, 2006

S.O. 4287.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st November, 2006 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sl. No.	Name of the Revenue No.	Hadbast No.	Tehsil	District
Village				
1.	Chhota Jola	179	Derabassi	Patiala
2.	Jola Kalan	180	Derabassi	Patiala
3.	Humayun- pur	166	Derabassi	Patiala
4.	Humayun- pur Tiramblī	165	Derabassi	Patiala

[No. S-38013/56/2006-S. S-I]
S. D. XAVIER, Under Secy.